

UNOFFICIAL COPY

REAL ESTATE MORTGAGE No. 11136
(Prepare in duplicate)

MAIL TO: EQUITY TITLE COMPANY

MORTGAGOR

MORTGAGEE

(Names and Addresses)

ELIAS BRIGNONI

ELSIE BRIGNONI

his wife
1351 N. Waller

CHICAGO, ILLINOIS 60651

COMMERCIAL CREDIT LOANS, INC.

8705 W. 95th Street

HICKORY HILLS, IL 60457

OF **COOK** COUNTY, ILLINOIS

OF **COOK** COUNTY, ILLINOIS

First Pay. Due Date 11/03/88	Term of Loan 10/03/03	Assessment 20267-1	AM Loan No. 9/28/88	Loan Number 180	Loan Amount 434.51	Value of Mortg. (Block, Acre, or Unit) 31045.58
Date Due Each Mo. 3rd						

THIS MORTGAGE ALSO SECURES FUTURE ADVANCES AS PROVIDED HEREIN.

THIS INDENTURE WITNESSETH THAT the Mortgagee, in view of the above named address in the County and State above indicated

Mortgage and Warrant to the Mortgagee named in print above, to secure the payment of one certain Promissory Note executed by **ELIAS**

BRIGNONI & ELSIE BRIGNONI, His wife Borrowers, bearing even date herewith, payable to the order of the Mortgagee named in print above, the following described real estate, to wit:

The South 33 feet of Lot 65 in Todd's Subdivision of the North 1/2 of the South 1/2 of the East 1/2 of the Northeast 1/4 of Section 5, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois: also known as:

1351 N. Waller, Chicago, IL 60651

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situated in the County above in the State indicated above, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all right to retain possession of said premises, in the event of breach of any of the covenants or agreements herein contained.

The Mortgagee(s) covenants and agrees as follows: (1) to pay principal and interest thereon, as herein and in said note provided, or according to any agreement extending time of payment as agreed with the terms of any subsequently executed notes, which shall be a continuation of the initial transaction and evidence the refinancing or advancing of additional sums of money to Mortgagee(s); (2) to pay prior to the first day of June in each year, all taxes and assessments against said premises, and on demand to cash or receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings on, or at any time on said premises, insured in companies to be selected by the Mortgagee herein, who is hereby authorized to place such insurance on the premises as a condition of the holder of the mortgage indebtedness, at any, with loss clause attached payable first, to any prior Mortgagee, and second, to the Mortgagee, as herein named, and no interest may appear, which policies shall be left and remain with the said Mortgagee until the indebtedness is paid and shall have a prior lien on the premises, and the interest thereon, at the time or times when the same shall become due and payable, and that the Mortgagee shall have the right to transfer and premises or an interest therein, including through sale by installment contract, without Mortgagee's consent, and the Mortgagee, and at Mortgagee's option, declare the entire principal amount and accrued interest due and payable at once, provided however that if Mortgagee(s) now occupy or will occupy the property, certain sales and transfers, as outlined by The Federal Home Loan Bank Board 12 C.F.R. Section 591.5, as amended, do not require Mortgagee's prior written consent.

In the event of failure so to insure, or pay taxes or assessments on the premises, or compliance of the interest thereon, or due, the Mortgagee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase, by tax, lien or title affecting said premises or pay all prior encumbrances and the interest thereon, from time to time, and all moneys so paid, the Mortgagee(s) agrees to repay immediately without demand, and the same with interest thereon from the date of payment at seven percent per annum, shall be so much additional indebtedness secured hereby. If any insurance is secured with a Mortgagee's consent, the Mortgagee hereby gives to Mortgagee the right to cancel part or all of that insurance and to apply any benefits therefrom to the unpaid balance of the indebtedness.

In the event of a breach of any of the above conditions, the Mortgagee, in the event of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, with or without notice, demand the principal amount, and with interest thereon from date of such breach, at the rate of interest then prevailing under the above described Promissory Note or the highest rate of interest provided by law, shall be recoverable by foreclosure thereon, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

It is agreed by the Mortgagee(s) that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof - including reasonable solicitor's fees, outlays for due ordinary evidence, sign-granter's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosed decrees shall be paid by the Mortgagee(s), and the like expenses and disbursements, occasioned by any suit or proceeding wherein the Mortgagee(s) or any of them are liable for such indebtedness as such, may be a party, shall also be paid by the Mortgagee(s). All such expenses and disbursements shall be additional liens upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decrees of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements have been paid. The Mortgagee(s) for said Mortgagee(s) and for the heirs, executors, administrators and assigns of said Mortgagee(s) shall have full right to the possession of, and income from, said premises pending such foreclosure proceedings, and request that in the foregoing any bill to foreclose this mortgage, the court in which such bill is filed, may at once and without notice to the said Mortgagee(s), or to any other claimant under said Mortgagee(s), appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits therefrom.

Mortgagor warrants that Mortgagee seized of said premises shall have the same free from any other encumbrances as the same in fee simple and said premises are free from any encumbrances other than:

PATHWAY 12/10/79

Mortgagee: _____

If in this mortgage the Mortgagor is or includes persons other than Borrower, then Borrower only is primarily liable for payment of the promissory Note and Mortgagee is liable and bound by all other terms, conditions, covenants and agreements contained in this mortgage, including but not limited to the right of and power of Mortgagee to foreclose on this mortgage in the event of default.

Witness the hand and seal of the Mortgagee(s) this **28** day of **Sept**, A.D. 19 **88**

Elias Brignoni (SEAL) _____ (SEAL)
Elsie Brignoni (SEAL) _____ (SEAL)

EQUITY TITLE COMPANY EC 102273

16-05-222-003

