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3/28/27

REAL ESTATE MORTGAGE

88495121
REC'D 4/10/88
LIC. # 343429

WITNESSETH, that

Johanis T. Jones, A BACHELOR

, of

Cook

County, State of Illinois, hereinafter referred to as

Mortgagor, does mortgage and convey unto TRANSAMERICA FINANCIAL SERVICES, INC., hereinafter referred to as Mortgagor, the following described Real Estate in the County of

Cook

, State of Illinois,

to wit:

Lot 310 in the Third addition to Pacesetter Knollcrest, Harry M. Quinn Memorial Subdivision in the North West $\frac{1}{4}$ of Section 36, Township 36 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

28 36 107 029

2904 Buttonwood Walk
Hazel Crest, Illinois 60429

together with all buildings and improvements, fixtures, and appurtenances pertaining to the property above described, all of which is referred to hereinafter as the "premises".

TO HAVE AND TO HOLD the above-described premises unto the said Mortgagee forever, for the purposes and uses herein set forth.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Mortgagor contained herein; (2) Payment of the principal sum with interest, as provided in accordance with the terms and provisions of a Promissory Note dated 10-25-88, herewith executed by Mortgagor and payable to the order of Mortgagee, in the principal sum of \$ 58,945.95; (3) Payment of any additional advances, with interest thereon, as may hereafter be loaned by Mortgagee to Mortgagor in a maximum sum of \$ 49,500.00; (4) The payment of any money that may be advanced by the Mortgagee to Mortgagor for any reason or to third parties, with interest thereon, where the amounts are advanced to protect the security or in accordance with the covenants of this Mortgage; (5) Any renewal, refinancing or extension of said promissory note, or any other agreement to pay which may be substituted therefor.

All payments made by Mortgagor on the obligation secured by this Mortgage shall be applied in the following order:

FIRST: To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Mortgagor.

SECOND: To the payment of interest due on said loan.

THIRD: To the payment of principal, until said indebtedness is paid in full.

TO PROTECT THE SECURITY HEREON, MORTGAGOR COVENANTS AND AGREES: (1) to keep said premises insured against loss by fire and other hazards, casualty and contingencies up to the full value of all improvements in such amounts, and in such companies as Mortgagee may from time to time approve, and that loss proceeds (less expense of collection) shall, at Mortgagee's option, be applied on said indebtedness. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor; (2) To pay all taxes and special assessments of any kind that have been or may be levied or assessed upon said premises, and to deliver to Mortgagee, upon request of the Mortgagee, the official receipt showing payment of all such taxes and assessments; (3) In the event of default by Mortgagor under Paragraphs 1 or 2 above, Mortgagee, at its option, may (a) place and keep such insurance above provided for in force throughout the life of this Mortgage and pay the reasonable premiums and charges therefor;

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MORTGAGE

From: _____	To: _____	DOC. NO. _____
_____	TRANSAMERICA FINANCIAL SERVICES, INC.	FILED FOR RECORD IN THE RECORDER'S OFFICE
_____	_____	OR IN COUNTY,
County of _____	Illinois, on the day of _____, A.D. 19_____, at _____ o'clock m., and duly recorded	ILLINOIS, on the day of _____, A.D. 19_____, at _____ o'clock m., and duly recorded
_____	in Book _____, page _____	in Book _____, page _____
_____	_____	Clerk, _____

Property of Cook County Clerk's Office

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- (8) Should Mortgagor sell, convey, transfer or dispose of, or further encumber said property, or any part thereof, without the written consent of Mortgagee being first had and obtained, then Mortgagee shall have the right, at its option, to declare all sums secured hereby forthwith due and payable.
- (9) All Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Mortgage shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Mortgage of the singular shall be construed as plural where appropriate.
- (10) Invalidity or unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.
- (11) Should said property or any part thereof be taken by reason of condemnation proceeding, Mortgagee shall be entitled to all compensation, awards, other payments therefor and apply the same on said indebtedness.
- (12) If any of the undersigned is a married woman, she represents and warrants that this instrument has been executed in her behalf, and for her sole and separate use and benefit and that she has not executed the same as surety for another, but that she is the Borrower hereunder.
- (13) Each of us, whether Principal, Surety, Guarantor, Endorser, or other party hereeto, hereby waives and renounces, each for himself and family, any and all homestead or exemption rights either of us have under or by virtue of the Constitution or Laws of any State, or of the United States, as against this debt or any renewal thereof; and any security agreement taken to secure this note or any renewal thereof; and the undersigned, and each Surety, Endorser, Guarantor, or other party to this note, transfers, conveys and assigns to the Holder hereof, a sufficient amount of any homestead or exemption that may be allowed to the undersigned, or either of them, including such homestead or exemption as may be set apart in bankruptcy, to the extent permitted by law.
- (14) This Mortgage shall be construed according to the laws of the State of Illinois.

DATE OF MORTGAGE

10-25-88

WITNESS the hand and seal of the Mortgagor, the day and year first written,

10-25-88

\$13.00

001111 TINN 1082 10/27/88 09:28:00
02092 R F 1 E36--1915421
COOK COUNTY RECORDER (SEAL)

Johanis T. Jones

(SEAL)

(SEAL)

STATE OF ILLINOIS

COUNTY OF Cook

I, Sharon T. Eveland

, a notary public, in and for the county and State aforesaid,

Do hereby Certify That

Johanis T. Jones, A BACHELOR

whose names

are

subscribed to the foregoing instrument, appeared before me this day in person,

and acknowledged that

they

signed, sealed and delivered the said instrument as

free and voluntary act for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal this 25th day of October

, A.D. 1988

Sharon T. Eveland
NOTARY PUBLIC

Sharon T. Eveland

120/1300

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(b) pay all said taxes and assessments without determining the validity thereof; and (c) pay such liens and all such disbursements shall be deemed a part of the indebtedness secured by this Mortgagor and shall be immediately due and payable by Mortgagor to Mortgagor to Mortgagor Note: (1) If the Mortgagor shall fail to pay installments on said Promissory Note or on any other indebtedness or obligation which may be secured hereby as the same may hereafter become due, or upon default in payment or otherwise of any agreement hereinunder, or upon sale or other disposition of any premises by Mortgagor, or should any action or proceeding be filed in any court to enforce any lien on, claim upon or interest in the premises, then all sums owing by the Mortgagor to the Mortgagor under this Mortgagor Note shall be paid over to Mortgagor, or to any attorney or agent of Mortgagor who may be appointed by Mortgagor to collect any sum due from Mortgagor to Mortgagor Note: (2) In the event said premises are sold at a foreclosure sale, Mortgagor shall be liable for any deficiency in the amount of the indebtedness secured and to the expense of foreclosure, including Mortgagor's reasonable attorney's fees and legal expenses if allowed by law.

(3) Mortgagor shall be subrogated to the lien of any sum paid prior encumbrances, liens or charges paid and discharged from the loan hereby secured, and application of the proceeds of said payment released of record, the repayment of said indebtedness shall be secured by such liens on the portions of said premises affected thereby to the extent of such payments, respectively.

(4) Whenever, by the terms of this instrument or of a valid Promissory Note, Mortgagor is given any option, such option may be exercised when the right accrues or at any time thereafter, and no acceptance by Mortgagor of payment of any other right the holder is granted, or any other right that the holder has or may have, to the extent occupied by or exercised by the holder of the right, or the exercise by the holder of the right to any lot or portion thereof accruing.

(5) Each of the underlined hereby waives the right to claim any damage for trespass, injury or any tort committed by the underlined hereby.

(6) If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, duly perform all the covenants and agreements herein, then this conveyance shall be null and void.

(7) By accepting payment of any sum accrued hereby after the due date, Mortgagor does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay, if Mortgagor shall pay valid Promissory Note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void.