

UNOFFICIAL COPY

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3/2827

REAL ESTATE MORTGAGE

88495421

WITNESSETH, that **Johannis 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

to as Mortgagee, 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 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, hereditaments, 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 execute (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 \$248,500.00; (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 HEREOF, 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;

BOX 158

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Property of Cook County Clerk's Office

88495121

MORTGAGE

From: _____

To: TRANSAMERICA FINANCIAL SERVICES, INC.

_____. Illinois
County of _____

DOC. NO.

Filed for Record in the Recorder's Office
of _____ County.
Illinois, on the day of _____ A.D. 19
at _____ o'clock _____ m., and duly recorded
in Book _____ of _____
_____ PAGE _____

Clerk.

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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 hereto, 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
 10/11/88 TRIM 1082 10/27/88 09:28:00
 03052 H 21 8 - 33-449042 1
 COOK COUNTY RECORDER (SEAL)

Johanis T. Jones (SEAL) _____ (SEAL)
 Johanis T. Jones _____ (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

~~X~~ X ~~is~~ personally known to me to be the same person
 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 their
 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 October, A.D. 1988
Sharon T. Eveland
 NOTARY PUBLIC
 Sharon T. Eveland

120/1300

88495421

