

UNOFFICIAL COPY

88-539343

REAL ESTATE MORTGAGE

his wife as joint tenants

WITNESSETH that Michael W. Cunningham and Lois R. Cunningham, of

chicago

cook

County, State of Illinois, hereinafter referred to as

Mortgagor, does mortgage and convey unto TRANSAMERICA FINANCIAL SERVICES, INC., hereinafter referred

to as Mortgagee, the following described Real Estate in the County of cook State of Illinois,

to wit:

LOT 37 IN BLOCK 22 IN THIRD ADDITION TO HINKAMP AND COMPANY'S WESTERN AVENUE SUBDIVISION, BEING A SUBDIVISION IN THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #19 36 115 007

Also known as: 8021 South Mozart Chicago, Illinois 60652

SEPT-01- 015.00
T01111 TRAN 4195 11/02/00 14:05:00
0011 A 0-00-039343
COOK COUNTY RECORDER

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 11-18-88, herewith executed by Mortgagor and payable to the order of Mortgagee, in the principal sum of \$ 49928.56 ; (3) Payment of any additional advances, with interest thereon, as may hereafter be loaned by Mortgagee to Mortgagor in a maximum sum of \$ 49928.56 ; (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.

88539343

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;

MS 85933

88539343

[Handwritten signature]

88-503013

Property of Cook County Clerk's Office

MORTGAGE

From: _____
To: **TRANSAMERICA FINANCIAL SERVICES, INC.**
County of _____, Illinois

DOC. NO. _____
Filed for record in the Recorder's Office
of _____ County,
Illinois on the day of _____, A.D. 19____
at _____ o'clock _____, and duly recorded
in Book _____ of _____
_____ Clerk.

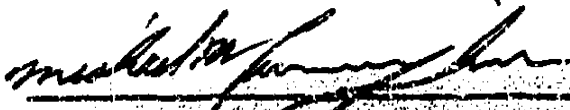
UNOFFICIAL COPY

- (8) Should Mortgagee fail, convey, transfer or dispose of, or suffer encumber and property, or any part thereof, without the written consent of Mortgagee being first had and obtained, then Mortgagee shall have the right, at his option, to declare all sums secured hereby forthwith due and payable.
- (9) All Mortgages shall be subject to the terms, conditions and provisions of their respective mortgages and mortgages contained, either in whole or in part, in the books, contracts, and instruments, of record, of the public records of the State of Illinois and of the County of Cook, Illinois and of the City of Chicago, Illinois, respectively. Any reference in this Mortgage or the Register shall be construed as plain when appropriate.
- (10) Invalidity or unenforceability of any provision hereof 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 proceedings, 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 a joint or tenancy instrument.
- (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 Law 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

11-18-88

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



 Michael W. Cunningham

(SEAL) 

 Lois R. Cunningham

STATE OF ILLINOIS

COUNTY OF Cook

I, E. Andrew Elliott

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

Do hereby Certify That Michael W. Cunningham

Lois R. Cunningham

, his wife, personally known to me to be the same persons

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 discharge

all rights under any homestead, exemption and voluntary laws.

GIVEN under my hand and Notarial Seal this 18 day November

A.D. 1988

NOTARY PUBLIC

OFFICIAL SEAL
 E. ANDREW ELLIOTT
 NOTARY PUBLIC STATE OF ILLINOIS

UNOFFICIAL COPY

(7) By accepting payment of any sum accrued hereby after its due date, Mortgagee 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 Mortgagee shall pay said 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.

(6) If Mortgagee shall pay said 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 Mortgagee will, within thirty (30) days after written demand therefor by Mortgagee, execute a release or satisfaction of this mortgage, and Mortgagee hereby waives the benefit of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee, if permitted by law.

(5) Each of the undersigned hereby waives the right to claim any damage for trespass, injury or any tort occasioned by or resulting from the exercise by the Holder of the rights given hereunder or any attempt to exercise any other right the Holder is herein granted, or any other right that the Holder has or may have, to the extent permitted by law.

(4) Wherever, by the terms of this instrument or of said Promissory Note, Mortgagee is given any option, such option may be exercised when the right accrues or at any time thereafter, and no acceptance by Mortgagee of payment of indebtedness in default shall constitute a waiver of any default then existing and continuing or thereafter occurring.

(3) Mortgagee shall be subrogated to the lien of any and all prior encumbrances, liens or charges paid and discharged from the proceeds of the loan hereby secured, and even though said prior liens have been released or 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.

(2) In the event said premises are sold at foreclosure sale, Mortgagee shall be liable for any deficiency remaining after sale of the premises if permitted by law, and application of the proceeds of said sale to the indebtedness secured and to the expense of foreclosure, including Mortgagee's reasonable attorney's fees and legal expenses if allowed by law.

(1) If the Mortgagee shall fail to pay installments on said Promissory Note or on any other debt or obligation which may be secured hereby as the same may hereafter become due, or upon default in performance of any agreement hereunder, or upon sale or other disposition of the premises by Mortgagee, or should any action or proceeding be filed in any court to enforce any lien or claim against or interest in the premises, then all sums owing by the Mortgagee to the Mortgagee under this mortgage or under the Promissory Note secured hereby shall immediately become due and payable at the option of the Mortgagee, on the application of the Mortgagee, or any other person who may be entitled to the monies due thereon. In such event, the Mortgagee shall have the right immediately to foreclose this mortgage by complaint for that purpose, and such complaint may be proceeded to judgment and execution and sale for the collection of the whole amount of the indebtedness and interest thereon, including reasonable attorney's fees, any amounts advanced pursuant to this mortgage, costs of suit, and costs of sale, if permitted by law.

IT IS MUTUALLY AGREED THAT: (1) If the Mortgagee shall fail to pay installments on said Promissory Note or on any other debt or obligation which may be secured hereby as the same may hereafter become due, or upon default in performance of any agreement hereunder, or upon sale or other disposition of the premises by Mortgagee, or should any action or proceeding be filed in any court to enforce any lien or claim against or interest in the premises, then all sums owing by the Mortgagee to the Mortgagee under this mortgage or under the Promissory Note secured hereby shall immediately become due and payable at the option of the Mortgagee, on the application of the Mortgagee, or any other person who may be entitled to the monies due thereon. In such event, the Mortgagee shall have the right immediately to foreclose this mortgage by complaint for that purpose, and such complaint may be proceeded to judgment and execution and sale for the collection of the whole amount of the indebtedness and interest thereon, including reasonable attorney's fees, any amounts advanced pursuant to this mortgage, costs of suit, and costs of sale, if permitted by law.

(2) Pay all said taxes and assessments without determining the validity thereof; and (c) pay such taxes and all such interest as shall be deemed a part of the indebtedness secured by this Mortgage and shall be immediately due and payable by Mortgagee to Mortgagee; (4) To keep the buildings and other improvements now existing or hereafter erected in good condition and repair, not to contract or suffer any waste or any use of said premises contrary to restrictions of record or contrary to law, and to permit Mortgagee to enter at all reasonable times for the purpose of inspecting the premises; not to remove or demolish any building thereon; to restore promptly and in a good and workmanlike manner any buildings which may be damaged or destroyed thereon, and to pay, when due, all claims for labor performed and materials furnished therefor; (5) That he will pay, promptly the indebtedness secured hereby, and perform all other obligations in full compliance with the terms of said Promissory Note and this Mortgage; (6) That the time of payment of the indebtedness hereby secured, or of any portion thereof, may be extended or renewed, and any portions of the premises herein described may, without notice, be taken from the lien hereof, without releasing or affecting the personal liability of any person or the priority of this Mortgage; (7) That he does hereby forever warrant and will forever defend the title and possession thereof against the lawful claims of any and all persons whatsoever.

(8) In the event said premises are sold at foreclosure sale, Mortgagee shall be liable for any deficiency remaining after sale of the premises if permitted by law, and application of the proceeds of said sale to the indebtedness secured and to the expense of foreclosure, including Mortgagee's reasonable attorney's fees and legal expenses if allowed by law.

(9) By accepting payment of any sum accrued hereby after its due date, Mortgagee 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 Mortgagee shall pay said 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.

(10) If Mortgagee shall pay said 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 Mortgagee will, within thirty (30) days after written demand therefor by Mortgagee, execute a release or satisfaction of this mortgage, and Mortgagee hereby waives the benefit of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee, if permitted by law.

ORIGINAL COPY