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OR

RECORDERS OFFICE FOR COOK COUNTY, ILL. 60643

DOCUMENT NUMBER

ALVIN WOODS
 10428 S PEORIA
 CHGO, IL 60643

ADDRESS OF PROPERTY

377 E BUTTERFIELD RD 375
 CHGO, IL 60643

CITY AND STATE
 ZIP CODE

MAIL TO: 377 E BUTTERFIELD RD 375
 CHGO, IL 60643

Given under my hand and official seal this 22 day of NOVEMBER 1988

Commission Expires NOV 22 1991

This instrument was prepared by CHEMICAL FINANCIAL CORP 377 E BUTTERFIELD RD 375 LOWARD, IL 60643

State of Illinois, County of COOK DU PAGE

I, the undersigned, a Notary Public in and for said County,

in the State aforesaid, DO HEREBY CERTIFY that:

ALVIN WOODS AND ELLA WOODS

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 acknow-

ledged 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 the right of homestead.

ALVIN WOODS (Seal)

Ella Woods (Seal)

ALVIN WOODS (Seal)

Ella Woods (Seal)

PLEASE PRINT OR TYPE NAMES BELOW SIGNATURES

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagor, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written.

ALVIN WOODS

Ella Woods

COOK COUNTY RECORDER

#4977 # A * 88-642368

T#1111 TRM 4399 11/23/88 14:52:00

DEPT-01

\$12.25

The name of a record owner is:

ALVIN WOODS AND ELLA WOODS

which said rights and benefits the Mortgagors do hereby expressly release and waive.

upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Law of the State of Illinois,

TO HAVE AND TO HOLD to the Mortgagors or their heirs, successors or assigns, forever, for the purpose, and

attached hereto placed in the premises by the Mortgagors or their heirs, successors or assigns, shall be considered as constituting part of the real estate,

desired to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or

fixtures, window shades, room doors and windows, door controls, radiator beds, awnings, stoves and water heaters. All of the foregoing are

water, light, power, refrigeration (whether single units or specially constructed), and ventilation, including without limiting the foregoing,

create and not secondarily) and all apparatus, equipment or fixtures now or hereafter therein or thereon used to supply heat, gas, air conditioning,

thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real

TOGETHER with all improvements, accessories, fixtures and appurtenances thereto belonging, and all rents, issues and profits

which, with the property hereinafter described, is intended to herein as the "premises."

LOT TWELVE (12) AND THE NORTH FIVE (5) FEET OF LOT THIRTEEN (13) IN BLOCK THREE (3) IN

THORNTON HALL'S WASHINGTON HEIGHTS SUBDIVISION OF BLOCKS ONE (1), TWO (2), THREE (3) AND FOUR

OF THE NORTH EAST QUARTER (NE1/4) OF THE NORTH EAST QUARTER (NE1/4) OF SECTION

SEVENTEEN (17), TOWNSHIP THIRTY SEVEN (37) NORTH, RANGE FOURTEEN (14) EAST OF THE THIRD

(3RD) PRINCIPAL MERIDIAN, T14S R14E S1/2

10428 S. PEORIA

CHICAGO, ILL.

AND STATE OF ILLINOIS, to wit:

CITY OF CHICAGO, COUNTY OF COOK

NOW THEREFORE, the Mortgagors to secure the payment of said principal sum of money and said interest in accordance with the terms,

provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be per-

formed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents

CONVEY and WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their

estate, right, title and interest therein, situate, being and being in the

City of Chicago, Cook County, Illinois, to-wit:

377 E BUTTERFIELD RD 375 LOWARD, IL 60648

may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee in

28 day of NOVEMBER 1988, and all of said principal and interest are made payable at such place as the holders of the note

pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the

DOLLARS (\$ 65600.07

of FORTY FIVE THOUSAND SIX HUNDRED & 07/100

THAT WHEREAS, the Mortgagee are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum

herein referred to as "Mortgagee," witnesseth:

377 E BUTTERFIELD RD 375 LOWARD, IL 60648 (City)

ALVIN WOODS AND ELLA WOODS (No. and Street)

CHICAGO, ILL. (State)

THIS INDENTURE, made NOVEMBER 22, 1988, between ALVIN WOODS AND ELLA WOODS

10428 SOUTH PEORIA CHICAGO, ILL.

(Above Space For Recorder's Use Only)

88532368

0 8 8 5 4 3 3

MORTGAGE (Illinois)

Form = 5020 (2/86)

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the note secured hereby.

1. Mortgages shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without water, and free from mechanicals or other liens or claims for which the mortgagor is or may be liable; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgages shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.
3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien hereon, or imposing upon the Mortgagee the payment of the whole or any part of the tax or assessments or charges or liens herein required to be paid by Mortgages, or changing in any way the laws relating to the taxation of mortgages or debt secured hereby or the mortgagor's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or debt secured hereby or the holder thereof, then and in any such event the Mortgagee, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgages to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagee, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issue of the note hereby secured, the Mortgagee covenant and agree to pay such tax in the manner required by any such law. The Mortgagee further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
5. At such time as the Mortgagee are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagee shall have such privilege of making prepayments on the principal of said note in addition to the required payments as may be provided in said note.
6. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of repairing or replacing or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of repairing or replacing or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of repairing or replacing or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of repairing or replacing or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee.
7. In case of default hereunder, Mortgages may, but need not, make any payment or perform any act herebefore required of Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim in respect of or redemption from any tax or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the Mortgagee's premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagee.
8. The Mortgagee making any payment hereunder, authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office, without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim therefor.
9. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof, at the option of the Mortgagee and without notice. Mortgages, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment or principal or interest on the note or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagee herein contained.
10. When the indebtedness hereby secured shall become due when or by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof, in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, memorandums, charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such articles of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to the nature of the title as Mortgagee may deem to be reasonably necessary to or the value of the premises. All expenditures and expenses of the nature of and pursuant to such decree shall be the true condition of the title to or the value of the premises. All indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding, which might affect the premises or the security hereof.
11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incidental to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagee, their heirs, legal representatives or assigns, as their rights may appear.
12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises, such appointment may be made either before or after sale, without notice, with regard to the sovereignty or insolvency of Mortgagee as the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any other time when Mortgagee, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in the hands of the receiver in whole or in part to (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party intervening same in an action at law upon the note hereby secured.
14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
15. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to answer to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recovery against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
16. Mortgagee shall release this mortgage and lien therefor by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
17. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgages" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

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