

UNOFFICIAL COPY

885-13975

REAL ESTATE MORTGAGE

WITNESSETH, that Douglas Guy Kochler, divorced not since remarried,

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: LOTS 13 AND 14 IN BLOCK 3 IN HILL'S ADDITION TO WASHINGTON HEIGHTS,
BEING A SUBDIVISION OF THE SOUTH 10 ACRES OF THE SOUTH $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE
SOUTHEAST $\frac{1}{4}$ OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-01	\$14.00
T#1111 TRAN 4474 11/25/88 12:37:00	
#6205 # A *-88-643975	
COOK COUNTY RECORDER	

Also known as: 6525 West 102nd Place, Chicago, Illinois 60415

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 11-23-88, herewith executed by Mortgagor and payable to the order of Mortgagee, in the principal sum of \$ 13820.00 ; (3) Payment of any additional advances, with interest thereon, as may hereafter be loaned by Mortgagee to Mortgagor in a maximum sum of \$ 13820.00 ; (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.

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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,

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Aug/97

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MORTGAGE

From

TRANSAMERICA FINANCIAL SERVICES, INC.

• 12 more

County of

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County
Filing for Record in the Recorder's Office

وَمِنْ أَعْلَمِ الْأَعْلَمَةِ وَمِنْ أَعْلَمِ الْأَعْلَمَةِ وَمِنْ أَعْلَمِ الْأَعْلَمَةِ

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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

11-23-88

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

Douglas Guy Kochler

Douglas Guy Kochler

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF ILLINOIS

COUNTY OF Cook

J. E. Andrew Elliott

88543975

{ ss:

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

Do hereby Certify That Douglas Guy Kochler

and

, 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 their

free and voluntary act for the uses and purposes therein set forth, including the release and waiver of

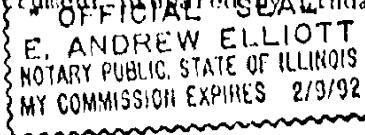
all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal this 23 day November,

, A.D. 19 88



This instrument is prepared by Linda Hudak 7601 S. Kostner, Chicago, IL 60652



NOTARY PUBLIC

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

Mortgagor, if permitted by law,
benefits of all defenses of laws which require the earlier execution or delivery of such release or satisfaction by
demand therefor by Mortgagor, except a release or satisfaction of this mortgage, and Mortgagor hereby waives the
duly perform all the covenants and agreements herein, then Mortgagor will, within thirty (30) days after written
(8) If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with,

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

hereafter occurring
payment of indebtedness in default shall constitute a waiver of any default when existing and continuing
option may be exercised when the right occurs or at any time thereafter, and no acceptance by Mortgagor of such
(10) Whenever, by the terms of this instrument or of said Promissory Note, Mortgagor is given any option, such

thereby to the extent of such payments, respectively.
Second, the repayment of said indebtedness shall be secured by such liens on the portions of said premises affected
discharged from the proceeds of the loan hereby secured, and when through said prior liens have been released of
(11) Mortgagor shall be subrogated to the lien of any and all prior encumbrances, less of charges paid and
expenses if allowed by law.

indebtedness secured and to the expense of collection, including Mortgagor's reasonable attorney's fees and legal
remuneration after sale of the premises if permitted by law, and application of the proceeds of said sale to the
remaining after sale of the premises to the extent of any other person who may be entitled to the amount due thereon, in such
application of the Mortgagee, or any other person who may be entitled to the amount due thereon, in such
Promissory Note notwithstanding shall immediately become due and payable at the option of the Mortgagor, on the
in the promises, then all sums owing by the Mortgagor to the Mortgagor under this Mortgage or under the
Mortgagor, or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest
default in preference of any agreement hereunder, or upon sale or other disposition of the premises by
on any other device or obligation which may be secured hereby as the same may hereafter become due, or upon
THIS MORTGAGE AGREED THAT: (1) If the Mortgagor shall fail to pay installments on said Promissory Note or
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against the lawful debts of any and all persons whatsoever
this Mortgage, (2) That he does hereby forever warrant and will forever defend the title and possession thereof
released from the law before, without releasing the personal liability of any person or the property of
debt, may be exonerated or removed, and any portions of the premises herein described may, without notice, be
Sole and this Mortgage, on the time of payment of the indebtedness hereby secured, or of any portion
indebtedness secured hereby, and perform all other obligations in full compliance with the terms of said Promissory
Note, all debts for labor performed and materials furnished thereto, (3) That he will pay, promptly the
a food and workable manner and buildings which may be damaged or destroyed therefore, and to pay, when
the purpose of holding the premises, not to damage or diminish any building therein, to restore premises and in
contrary to restitutions of record or court to law, and to permit Mortgagor to enter all reasonable times for
beforehand by Mortgagor to collect, (4) To keep the buildings and other improvements now existing or
and payable by Mortgagor to collect, (5) To pay such taxes and all such