

UNOFFICIAL COPY

REAL ESTATE MORTGAGE

9 88100659

Prepare in duplicate

MORTGAGOR

(Names and Addresses)

MORTGAGEE

D SCOTT SURBAUGH

(Name)

Margaret Surbaugh

(Name) his wife

59 Garfield Lane

Street Address

Streamwood, Illinois 60107

City

COMMERCIAL CREDIT LOANS INC

416 West Higgins Road

Schaumburg, Illinois 60195

OF COOK COUNTY, ILLINOIS

(hereafter called "Mortgagor")

OF COOK COUNTY, ILLINOIS

(hereafter called "Mortgagee")

First Pmt. Due Date	Final Pmt. Due Date	Loan Number	Date of Loan (Note) & Mortgage	Number of Monthly Payments	Amt. of Each Regular Pmt.	Amt. of Mortgage (face Amt. of Loan)
4-11-88	3-11-93	11223-5	3-07-88	60	268.36	10,131.34
Date Due Each Mo 11						

THIS MORTGAGE ALSO SECURES FUTURE ADVANCES AS PROVIDED HEREIN.

THIS INDENTURE WITNESSETH, THAT the Mortgagor, above named, of the above named address in the County and State above indicated Mortgage and Warrant to the Mortgagee named in print above, to secure the payment of one certain Promissory Note executed by D Scott

Surbaugh and Margaret Surbaugh, his wife (Borrowers'), bearing even date herewith, payable to the order of the Mortgagee named in print above, the following described real estate, to wit:

Lot 147 in Oak Knoll Farms Unit III, being a subdivision of part of Sections 22 & 23, Township 41 North, Range 9 all East of the Third Principal Meridian in Cook County, Illinois. Subject to and in accordance with the following terms and conditions: Recorded at the Cook County Recorders Office, January 6, 1986, Document Number 86004596

Permanent Index Number 88100659 (New 1987)

Commonly known as 59 Garfield Lane Streamwood, Illinois 60107

situated in the County above in the State indicated above, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the state of Illinois, and all right to retain possession of said premises after any default or breach of any of the covenants or agreements herein contained.

The Mortgagor(s) covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note provided, or according to any agreement extending time of payment, or in accord with the terms of any subsequently executed notes, which shall be a continuation of the initial transaction and evidence the refinancing or advancing of additional sums of money to Mortgagor(s); (2) to pay prior to the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the Mortgagee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, if any, with loss clause attached payable first, to any prior Mortgagee, if any, and, second, to the Mortgagee above named as their interests may appear, which policies shall be left and remain with the said Mortgagee until the indebtedness is fully paid; and to pay all prior encumbrances, and the interest thereon, at the time or times when the same shall become due and payable; and (6) that Mortgagor(s) shall not sell or transfer said premises or an interest therein, including through sale by installment contract, without Mortgagee's prior written consent, or Mortgagee can, at Mortgagee's option, declare the entire principal amount and accrued interest due and payable at once; provided, however, that if Mortgagor(s) now occupy or will occupy the property, certain sales and transfers, as outlined by The Federal Home Loan Bank Board at 12 C.F.R. Section 591.5, as amended, do not require Mortgagee's prior written consent.

In the event of failure to insure, or pay taxes or assessments, or the prior encumbrances or the interest thereon when due, the Mortgagee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior encumbrances and the interest thereon from time to time; and all money so paid, the Mortgagor(s) agree(s) to repay immediately without demand, and the same with interest thereon from the date of payment at seven per cent, per annum, shall be so much additional indebtedness secured hereby. If any insurance coverage is obtained at Mortgagee's office, upon Borrower's default, Mortgagor(s) hereby gives to Mortgagee the right to cancel part or all of that insurance and to apply any returned premiums to the unpaid balance, if not prohibited by law. If any insurance coverage is obtained at Mortgagee's office, upon Borrower's default, Borrower hereby gives Mortgagee a power of attorney to cancel part or all of that insurance and to apply any returned premiums to Borrower's unpaid balance. If Borrower purchases any credit and/or property insurance at Mortgagee's office, Borrower understands that (1) the insurance company may be affiliated with Mortgagee, (2) one of Mortgagee's employees is an agent for the insurance company, (3) that employee is not acting as the agent, broker or fiduciary for Borrower on this loan and is the agent of the insurance company, and (4) Mortgagee or the insurance company may realize some benefit from the sale of that insurance.

In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from the time of such breach, at the rate of interest then prevailing under the above-described Promissory Note or the highest rate of interest provided by law, shall be recoverable by foreclosure thereof; or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

It is agreed by the Mortgagor(s) that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof--including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree--shall be paid by the Mortgagor(s); and the like expenses and disbursements, occasioned by any suit or proceeding wherein the Mortgagee or any holder of any part of said indebtedness as such, may be a party, shall also be paid by the Mortgagor(s). All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and costs of suit, including solicitor's fees have been paid. The Mortgagor(s) for said Mortgagor(s) and for the heirs, executors, administrators and assigns of said Mortgagor(s) waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree(s) that upon the filing of any bill to foreclose this mortgage, the court in which such bill is filed, may at once and without notice to the said Mortgagor(s), or to any party claiming under said Mortgagor(s), appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

Mortgagor warrants that Mortgagor seized of said premises in fee simple and has the right to convey the same in fee simple and said premises are free from any encumbrances other than:

CITX Mortgage Company

11-5-87

87596826

Mortgage Date Recorded in Book Page County

If in this mortgage the Mortgagor is or includes persons other than Borrower, then Borrower only is personally liable for payment of the promissory Note and Mortgagor is liable and bound by all other terms, conditions, covenants and agreements contained in this mortgage, including but not limited to the right of and power of Mortgagee to foreclose on this mortgage in the event of default.

Witness my hand and seal of the Mortgagor(s) this 7th day of March A.D. 19 88

D Scott Surbaugh (SEAL)

Margaret Surbaugh (SEAL)

D Scott Surbaugh (SEAL)

Margaret Surbaugh (SEAL)

UNOFFICIAL COPY

STATE OF ILLINOIS

County of KENDALL

I, THOMAS G GILLESPIE

in and for said County, in the

State aforesaid, DO HEREBY CERTIFY, That D Scott and Margaret B Surbaugh, his wife

personally known to me to be same person whose name subscribed to the foregoing instrument,

appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as

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

GIVEN under my hand and notary seal, this 7th day of March A.D. 19 88

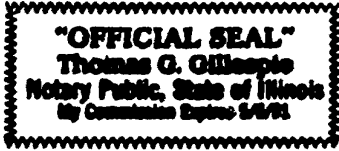
Thomas G. Gillespie
Notary Public

This instrument was prepared by J.A. BROWN 416 West Higgins Road Schaumburg, Illinois 60195
(Name) (Address)

ORIGINAL—RECORDING

DUPLICATE—OFFICE

TRIPPLICATE—CUSTOMER'S



Property of Cook County Clerk's Office

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66485 + C - 88-100659
COOK COUNTY RECORDER

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