

UNOFFICIAL COPY

MORTGAGE 88368664

THIS INDENTURE WITNESSETH That the undersigned, Philip Dominic Gonzales and Diane C. Gonzales, his wife of 1747 225th Pl, Sauk Village, Ill County of Cook State of Illinois, hereafter referred to as the "Mortgagors", do hereby convey and warrant to:

- West Beneficial Finance, Inc.
- Beneficial Finance Co. of Indiana, Inc.
- Commonwealth Loan D/B/A Beneficial Finance

a corporation having an office and place of business at 227 W Ridge Rd Munster, In 46321 Indiana, hereafter referred to as the "Mortgagee", the following real estate situate in the County of Cook State of Illinois, hereafter referred to as the "Property", to-wit:

LOT 791 IN INDIAN HILL SUBDIVISION UNIT NUMBER 4, BEING A SUBDIVISION OF THE NORTHWEST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 35, NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 31, 1959. AS DOCUMENT 17645247, ALL IN COOK COUNTY, ILLINOIS

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TOGETHER with all the buildings and improvements now or hereafter erected thereon and all appurtenances, apparatus and fixtures and the rents, issues and profits thereof, of every name, nature and kind.

TO HAVE AND TO HOLD the Property unto the Mortgagee forever, for the uses and purposes herein set forth, free from all rights and benefits under the Homestead Exemption laws of the State of Illinois, which rights and benefits the Mortgagors do hereby release and waive.

This Mortgage is given to secure: (1) The payment of a certain indebtedness payable to the order of the Mortgagee, evidenced by the Mortgagors' Note of even date herewith in the:

Amount of Note of \$ 8544.00

Actual Amount of Loan of \$ _____ together with interest on unpaid principal balances at the rate of _____ PER NOTE % per annum

payable in 48 instalments to be due on the first Due Date of 9/17/88 with subsequent instalments on the same day of each month thereafter until the Final Due Date of 8/17/92, 19____, all as provided in such Note.

(2) Any additional advances made by the Mortgagee to the Mortgagors or their successors in title, prior to the cancellation of this Mortgage, and the payment of any subsequent Note evidencing the same, in accordance with the terms thereof; provided, however, that this Mortgage shall not at any time secure outstanding principal obligations for more than one hundred thousand dollars (\$100,000.00) plus advances that may be made for the protection of the security as herein contained.

It is the intention hereof to secure the payment of the total indebtedness of the Mortgagors to the Mortgagee within the limits prescribed herein whether the entire amount shall have been advanced to the Mortgagors at the date hereof or at a later date or having been advanced, shall have been paid in part and future advances thereafter made. All such future advances so made shall be liens and shall be secured by this Mortgage equally and to the same extent as the amount originally advanced on the security of this Mortgage, and it is expressly agreed that all such future advances shall be liens on the Property herein described as of the date hereof.

THE MORTGAGORS COVENANT: (1) The term "indebtedness" as herein used shall include all sums owed or agreed to be paid to the Mortgagee by the Mortgagors or their successors in title, either under the terms of the Note as originally executed or as modified and amended by any subsequent note, or under the terms of this Mortgage or any supplement thereto or otherwise; (2) To repay to the Mortgagee the indebtedness secured hereby, whether such sums

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shall have been paid or advanced at the date hereof or at any time hereafter; (3) To pay when due all taxes and assessments levied against the Property or any part thereof, and to deliver receipts therefor to the Mortgagee promptly upon demand; (4) To keep the buildings and improvements situated on the Property continually insured against fire and such other hazards, in such amount and with such carrier as the Mortgagee shall approve, with loss payable to the Mortgagee as interest may appear; (5) Neither to commit nor to suffer any strip, waste, impairment or deterioration of the mortgaged Property or any part thereof, and to maintain the mortgaged Property in good condition and repair; (6) To comply with all applicable laws, ordinances, rules and regulations of any nation, state or municipality, and neither to use nor to permit the Property to be used for any unlawful purpose; (7) To keep the mortgaged Property free from liens superior to the lien of this Mortgage, except as aforesaid, and to pay when due any indebtedness which may be secured by lien or charges on the Property superior to the lien hereof; (8) That no sale or conveyance of the Property will be made without the prior written consent of the Mortgagee; (9) That time is of the essence of this Mortgage and of the Note secured hereby and no waiver of any right or obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof, or of any Note secured hereby, and that the lien of this Mortgage shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby; (10) That in the event the ownership of the mortgaged Property or any part thereof becomes vested in a person or persons other than the Mortgagors, the Mortgagee may without notice to the Mortgagors deal with such successor or successors in interest with reference to this Mortgage and the indebtedness hereby secured in the same manner as with the Mortgagors; (11) That upon the commencement of any foreclosure proceeding hereto, the court in which such suit is filed may at any time, either before or after sale and without notice to the Mortgagors, appoint a receiver with power to manage, rent and collect the rents, issues and profits of the Property during the pendency of such foreclosure suit, and the statutory period of redemption, and such rents, issues and profits, when collected either before or after any foreclosure sale, may be applied toward the payment of the indebtedness or any deficiency thereon, costs, taxes, insurance or other items necessary for the protection and preservation of the Property, including the expenses of such receivership; and upon foreclosure and sale of the Property there shall first be paid out of the proceeds of such sale a reasonable sum for plaintiff's attorney's fees, and all expenses of advertising, selling and conveying the Property, all sums advanced for court costs, any taxes or other liens or assessments, or title costs, master's fees and costs of procuring or completing an abstract of title, title guaranty policy or Torrens Certificate showing the complete title of the Property, including the foreclosure decree and Certificate of Sale; there shall next be paid the indebtedness secured hereby, and finally the overplus, if any, shall be returned to the Mortgagors. The purchaser at the sale shall have no duty to see to the application of the purchase money.

If there be only one mortgagor, all plural words herein referring to Mortgagors shall be construed in the singular.

IN WITNESS WHEREOF the Mortgagors have hereunto set their hands and seals this 8/12/88 day of August, 1988.

Philip Dominic Gonzales (Seal)
Diane C Gonzales (Seal)

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STATE OF INDIANA)
COUNTY OF Lake) ss.: ACKNOWLEDGMENT

I, a Notary Public, in and for the county in the state aforesaid do hereby certify that Philip Dominic Gonzales and Diane C. Gonzales, his wife personally known to me to be the same person... whose name subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the instrument as their own free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 12th day of August, 1988.

Kittie P. Sargent Notary Public

KITTIE P SARGENT
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. MAR. 13, 1991

88368564

MORTGAGE

Philip Dominic Gonzales and
Diane C. Gonzales, his wife
1747 225th Pk.
Suak Village, IL 60411
to
Commonwealth Loan D/B/A Beneficial Finance
P O Box 3154
Munster, In 46321



Beneficial Finance
P O Box 3154
Munster, In 46321

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