

UNOFFICIAL COPY

PART-41 RECORDING
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 03144 * MC * -89-655666
 COIN. COL. MV. REC. IDENT.

THIS MORTGAGE was made by Robert Smith 10 81 between:
Walter Smith and Michael Smith
Smith
3756 W. Calumet Chicago, IL (CITY) (STATE)

herein referred to as "Mortgagee," and
Morris LeVine Chicago, IL (CITY) (STATE)
General Business (CITY) (STATE)

to him referred to as "Mortgagee," (witnesses):

THE BORROWER has justly obligated to the Mortgagee upon a Rate-Installment Contract dated August 1, 1985 in the Amount Financed of Eighteen Thousand (\$18,000) Dollars to pay the said Amount in 180 consecutive Payments of 100.00 Dollars each beginning August 1, 1985 and a final installment of 100.21 Dollars together with interest after maturity at the Annual Percentage Rate stated in the said contract (as hereinafter more fully set forth) at such place as the Mortgagee may from time to time appoint and in the absence of such appointment then at the office of the holder at Bank

AND WHEREFORE the Mortgagee to secure the payment of the said sum of money reduce with the terms, provisions and limitation of this Mortgage and the performance of the covenants hereinafter contained by the Mortgagee to be performed by these present CONVEY AND WARRANT in the Mortgage and the Mortgagee of said premises as the following from the best of his knowledge, power, title and interest thereunto at all times and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS to wit:

Lot 2 in Resubdivision of Lots 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 in Resubdivision of Block 9 in McMillan and LeVine Addition to Chicago in Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, Cook County, Illinois

P.I.N # 10-23-304-010

Comm. by Kueron No. 3756 W Calumet Chicago Ill 60623
 which all the property hereinafter described is referred to herein as the "premises."
 TO HAVE AND TO HOLD to the said Mortgagee, and to his successors and assigns, for the payment of the principal of the said sum of money with interest thereon according to the terms, provisions and limitations of this Mortgage, and to secure the performance of the covenants hereinafter contained, by the Mortgagee to be performed by these present CONVEY AND WARRANT in the Mortgage and the Mortgagee of said premises as the following from the best of his knowledge, power, title and interest thereunto at all times and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS to wit:

To HAVE AND TO HOLD to the said Mortgagee, and to his successors and assigns, for the payment of the principal of the said sum of money with interest thereon according to the terms, provisions and limitations of this Mortgage, and to secure the performance of the covenants hereinafter contained, by the Mortgagee to be performed by these present CONVEY AND WARRANT in the Mortgage and the Mortgagee of said premises as the following from the best of his knowledge, power, title and interest thereunto at all times and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS to wit:

To HAVE AND TO HOLD to the said Mortgagee, and to his successors and assigns, for the payment of the principal of the said sum of money with interest thereon according to the terms, provisions and limitations of this Mortgage, and to secure the performance of the covenants hereinafter contained, by the Mortgagee to be performed by these present CONVEY AND WARRANT in the Mortgage and the Mortgagee of said premises as the following from the best of his knowledge, power, title and interest thereunto at all times and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS to wit:

To HAVE AND TO HOLD to the said Mortgagee, and to his successors and assigns, for the payment of the principal of the said sum of money with interest thereon according to the terms, provisions and limitations of this Mortgage, and to secure the performance of the covenants hereinafter contained, by the Mortgagee to be performed by these present CONVEY AND WARRANT in the Mortgage and the Mortgagee of said premises as the following from the best of his knowledge, power, title and interest thereunto at all times and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS to wit:

To HAVE AND TO HOLD to the said Mortgagee, and to his successors and assigns, for the payment of the principal of the said sum of money with interest thereon according to the terms, provisions and limitations of this Mortgage, and to secure the performance of the covenants hereinafter contained, by the Mortgagee to be performed by these present CONVEY AND WARRANT in the Mortgage and the Mortgagee of said premises as the following from the best of his knowledge, power, title and interest thereunto at all times and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS to wit:

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ADDITIONAL CONVENIENTS, COVENANTS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORTGAGE AND INCORPORATED THEREIN BY REFERENCE

1. Mortgagee shall promptly repair, restore or rebuild any building or wall... or for the premises with which it is connected...

2. Mortgagee shall pay for any personal property attached... and shall open a current bank account for the purpose of receiving...

3. Mortgagee shall keep all buildings and improvements now and hereafter situated on said premises insured against fire, lightning and other risks...

4. In case of default therein, Mortgagee or the holder of the contract may, without notice, make any arrangement to perform any of the obligations...

5. The Mortgagee or the holder of the contract, hereby authorized and empowered to execute and deliver to any bank or other person...

6. Mortgagee shall pay each item of arrearages herein mentioned when due according to the terms thereof... and without resort to the Mortgagee...

7. When the indebtedness hereby secured shall become due whether in whole or in part, Mortgagee shall have full right to sell the premises...

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order: first, to the payment of all costs and expenses...

9. Upon the assignment of the Bill of Sale for the sale of this mortgage, the said Bill of Sale shall be deemed to be assigned to the assignee...

10. No action for the enforcement of the Bill of Sale or any provision thereof shall be subject to any defense which would be available to a party...

11. Mortgagee or the holder of the contract shall have the right to inspect the premises at all reasonable times and as often as may be permitted...

12. If Mortgagee shall wish to assign or transfer any right, title or interest in said premises or any part thereof, with or without the written consent...

ASSIGNMENT

FOR VALUABLE CONSIDERATION, Mortgagee hereby assigns and transfers the within mortgage to:

Date: _____ Mortgagee: _____

DELIVERY TO: NAME, ADDRESS, CITY, STATE, ZIP

FOR RECORDATION SEE STATE OFFICE (IN CASE OF ELECTRONIC DELIVERY OF THIS INSTRUMENT TO THE LENDER)

This has been prepared by