

89556355

THIS INSTRUMENT, made November 17, 19 89, between Mary A. Gordon, divorced and not since remarried

8615 S. May Chicago IL  
(NO. AND STREET) (CITY) (STATE)  
herein referred to as "Mortgagee," and Fleet Finance, Inc., a

Delaware Corporation  
925 West 175th Street Homewood IL  
(NO. AND STREET) (CITY) (STATE)  
herein referred to as "Mortgagee," witnesseth

THAT WHEREAS the Mortgagee is justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of THIRTY-THREE THOUSAND SIXTY-NINE and 88/100 DOLLARS (\$ 33,069.88), payable to the order of and delivered to the Mortgagee, and by which said the Mortgagee promises to 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 1st day of December 19 99, and all of said principal and interest are made payable at such place as the holder of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 925 West 175th Street, Homewood, Illinois 60430.

NOW, THEREFORE, the Mortgagee to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of the mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagee to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt of which 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, lying and being in the City of Chicago Cook AND STATE OF ILLINOIS, to wit:

EQUITY TITLE COMPANY 8200375

Lot 5 in the Resubdivision of Lots 15 to 28 Both Inclusive in Block 6 and Lots 14, 15 and 16 in Subdivision of Lot 29 and the Vacated Alley North of an Adjoining Said Lot 29 in Said Block 6 in Hill and Pine's South Englewood Addition Being A Subdivision of the South West Quarter 1/4 of the South East 1/4 of Section 32, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT INDEX NUMBER: 20-32-425-005

THIS INSTRUMENT WAS PREPARED BY:  
Thomas S. Eisner  
930 West 175th Street  
Homewood, Illinois 60430

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which, with the property hereinafter described, is referred to herein as the "premises."  
TOGETHER with all improvements, tenements, inclosures, fixtures, and appurtenances therein belonging, and all rents, issues and profits thereof for so long and during all such times as the Mortgagee may be entitled thereto (which are pledged primarily and on a parity with all real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) screens window shades, storm doors and windows, floor coverings, under beds, curtains, awnings and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagee or their successors or agents shall be deemed as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and to the Mortgagee's successors and assigns, forever, for the purposes, and upon the terms herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagee do hereby expressly release and waive.  
The name of a record owner is MARY A GORDON, divorced and not since remarried

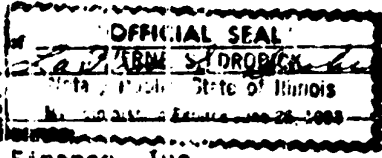
This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of the foregoing) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagee, their heirs, successors and assigns.

Witness the hand and seal of Mortgagee the day and year first above written.  
\_\_\_\_\_  
Mary A. Gordon (Seal)  
Mary A. Gordon (Seal)

State of Illinois, County of Cook  
I, the undersigned, a Notary Public in and for said County of the State aforesaid, DO HEREBY CERTIFY that MARY A. GORDON divorced and not since remarried

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 17th day in person, and acknowledged that she signed, sealed and delivered the said instrument as her 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 official seal, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
Commission expires \_\_\_\_\_ 19\_\_\_\_



This instrument was prepared by \_\_\_\_\_ (NAME AND ADDRESS)  
Mailed this instrument to Ms. Sandra Keller, Fleet Finance, Inc. (NAME AND ADDRESS)

MAILED 17 Nov 1989 89  
925 West 175th Street, Homewood, Illinois 60430  
(CITY) (STATE) (ZIP CODE)

# UNOFFICIAL COPY

## THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

1. Mortgagors shall (1) 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 waste, and free from encumbrances or other liens or claims for lien and equally subordinated to the lien hereof; (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 shall satisfy evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises, (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, (6) make no material alterations in any structure existing as required by law or municipal ordinance.
2. Mortgagors 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 Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under payment in the manner provided by statute, any tax or assessment which Mortgagee may desire to collect.
3. In the event of the encumbrance after the date of any lien of (1) taxes deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagee, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgagee's priority to the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors 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 it might be unwise to require Mortgagee to make such payment or (2) 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 Mortgagors, 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 issuance of the lien hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors 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 lien hereby secured.
5. At such time as the Mortgagors 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 payments on the principal of said note (in addition to the required payments) as may be provided in said note.
6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and wind-storm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, or of moneys satisfactory to the Mortgagee, under insurance policies payable in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard contract policy to be attached to such policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
7. In case of default therein, Mortgagors may, but need not, make any payment or perform any act hereinafter required of Mortgagee 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 lien or other prior lien or title claim thereof or redemption from any tax sale or foreclosure affecting said premises or contain any lien or encumbrance. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagee to protect the mortgaged 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 of the annual percentage rate disclosed on the proved note or the applicable rate allowed by law. Infracture 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 Mortgagors.
8. The Mortgagors making any payment hereby authorized and 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, rate, forfeiture, lien, lien or title claim thereof.
9. Mortgagors shall pay each year of indebtedness herein secured, both principal and interest, when due according to the terms hereof. As the terms of the Mortgagee and without notice to Mortgagee, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything to the contrary in this mortgage or the promissory note, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note or (b) when default shall occur and continue for 30 days in the performance of any other agreement of the Mortgagors herein contained.
10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereby secured in any suit to foreclose the lien hereby secured, there shall be allowed and included as additional indebtedness in the decree for sale and disposition and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraiser's fees, or any fees for documents and expert witnesses, photographers' charges, publication costs and costs which may be estimated as to sums to be expended after entry of the decree of foreclosure of such amounts of title, title searches, and encumbrances, title insurance premiums, brokers' commissions, and similar data and accessories with respect to the mortgage or to the property or to the necessary expenses, either to prosecute such suit or to enforce to bidder at any sale which may be had pursuant to such decree or the execution of the note or the value of the premises. All expenditures and expenses of the nature in the paragraph immediately foregoing to such additional indebtedness secured hereby and immediately due and payable with interest at such rate as the highest of the annual percentage rate disclosed on the proved note or the applicable rate allowed by law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including foreclosure by a sheriff or junior mortgagee, probate and foreclosure proceedings, in 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) any steps of its commencement or prosecution or the enforcement thereof after the trial of such suit or trial of such right to foreclose whether or not actually commenced, or (c) preparation of the decree 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, to the payment of all costs and expenses incident to the foreclosure process hereof, including all such items as are mentioned in the preceding paragraph; second, to the payment of all other debts which under the terms hereof constitute secured debts in addition to that evidenced by the note with interest thereon as herein provided; third, all principal and interest now owing unpaid on the note, fourth, any surplus 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 suit is brought may appoint a receiver of said premises. Such appointment may be made either before or after sale without notice, without regard to the validity or invalidity of Mortgagee's title to the premises, or 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 such period when Mortgagee, or any part of the intervention of such receiver, should be entered to collect such rents, issues and profits, and all other proceeds which may be necessary or are usual in such cases for the protection, preservation, or sale, management and operation of the premises during the course of said period. The Court from time to time may authorize the receiver to apply the net income in his hands as payment in whole or in part of (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 hereby secured, provided such application is made prior to final decree; (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 herein as 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. The Mortgagee shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.
16. If the payment of said indebtedness of 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 for the lien and all provisions hereof shall continue in full force the right of one upon another of such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
17. 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.
18. This mortgage and all provisions hereof, shall extend to and bind upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness of any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" 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.