

REAL ESTATE MORTGAGE

89021639

THE MORTGAGOR(S) MARION A. DILLON JR AND LESLIE E. ROUND TREE  
Name of Buyer and Other Owners

244 W. 106th Pl Chicago, IL 60643

of the Chicago in the County of COOK and State of IL  
(City/Town) (County) (State)

Mortgage and Warrant to Payless Construction  
(Name of Seller)  
10742 S Western Rm 1A Chicago, IL 60643

hereinafter called Mortgagee, of the COOK County of Chicago and State of IL  
(State) (County)

to secure the payment of \$ 22,111.20 evidenced by that certain Retail Installment Contract, bearing even date herewith,  
(Total of Payments)

ALL OF THE FOLLOWING DESCRIBED REAL ESTATE, to-wit: X see attached Exhibit A

Property of Cook County

89021639

This property is known for postal purposes as 244 W. 106th Pl Chicago, IL 60643.

including the rents and profits arising or to arise from the real estate from do null until the time to redeem from any sale under judgment of foreclosure shall expire, situated in the County of COOK and State of Illinois, 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 in or breach of any of the covenants, agreements, or provisions herein contained.

And it is further provided and agreed that if default be made in the payment of said contract (or any of them) or any part thereof, or the interest thereon or any part thereof, when due, or in case of waste or non-payment of taxes or assessments, or neglect to procure or renew insurance, as hereinafter provided, then and in such case, the whole of said principal and interest secured by the contract in this mortgage mentioned shall thereupon, at the option of the holder of the contract, become immediately due and payable, anything herein or in said contract contained to the contrary notwithstanding and this mortgage may, without notice to said Mortgagor of said option or election, be immediately foreclosed, and it shall be lawful for said Mortgagee, agents or attorneys to enter into and upon said premises and to receive all rents, issues and profits thereof, the same when collected, after the deduction of reasonable expenses, to be applied upon the indebtedness secured hereby, and the court wherein any such suit is pending may appoint a Receiver to collect said rents, issues and profits to be applied on the interest accruing after foreclosure sale, the taxes and the amount found due by such decree.

If this mortgage is subject and subordinate to another mortgage, it is hereby expressly agreed that should any default be made in the payment of any installment of principal or of interest on said prior mortgage, the holder of this mortgage may pay such installment of principal or such interest and the amount so paid with legal interest thereon from the time of such payment may be added to the indebtedness secured by this mortgage and the accompanying contract shall be deemed to be secured by this mortgage and it is further expressly agreed that in the event of such default or should any suit be commenced to foreclose said prior mortgage, then the amount secured by this mortgage and the accompanying contract shall become and be due and payable at any time thereafter at the sole option of the owner or holder of this mortgage.

And the said Mortgagor further covenants and agrees to and with said Mortgagee that Mortgagor will in the meantime pay all taxes and assessments on the said premises, and will as a further security for the payment of said indebtedness keep all buildings that may at any time be upon said premises insured for fire, extended coverage, vandalism and malicious mischief in some reliable company, up to the insurable value thereof, or up to the amount remaining unpaid of the said indebtedness by suitable policies, payable in case of loss to the said Mortgagee and to deliver to it all policies of insurance thereon, as soon as effected, and all renewal certificates therefor, and said Mortgagee shall have the right to collect, receive and receipt, in the name of said Mortgagor or otherwise, for any and all money that may become payable and collectable upon any such policies of insurance by reason of damage to or destruction of said buildings or any of them, and apply the same less all reasonable expenses in obtaining such money in satisfaction of the money secured hereby, or in case said Mortgagor shall so elect, may use the same in repairing or rebuilding such building and in case of refusal or neglect of said Mortgagor thus to insure or deliver such policies, or to pay taxes, said Mortgagee may procure such insurance or pay such taxes, and all monies thus paid shall be secured hereby, and shall bear interest at eight percent and be paid out of the proceeds of the sale of said premises, or out of such insurance money if not otherwise paid by said Mortgagor.

This instrument prepared by X MARION A. DILLON JR (Name)  
10742 S. Western (Address)  
of X Illinois

UNOFFICIAL COPY

If not prohibited by law or regulation in a mortgage and all sums hereby secured shall be due and payable to the Mortgagee of the Mortgagee and without notice to Mortgagor forthwith upon the leaving of the Mortgagee of the title to all or any part of the said mortgaged property and premises, or upon the vesting of such title in any manner in persons other than the Mortgagor, the Mortgagor unless the purchaser or transferee assumes the indebtedness secured hereby with the consent of the Mortgagee.

And said Mortgagor further agrees that in case of default in the payment of the interest on said contract with respect to the due and payable it shall bear like interest with the principal of said contract.

And it is further expressly agreed by and between said Mortgagor and Mortgagee, that the interest on said contract shall be paid in accordance with the terms of said contract or in any of them or any part thereof, or the interest thereon, or any part thereof, when due, shall be paid in accordance with any of the covenants, or agreements herein contained, or in case said Mortgagee is made a party to any suit or action, or in the existence of this mortgage, then or in any such cases, said Mortgagor shall at once pay and Mortgagee shall be entitled to the attorney's or solicitor's fees for protecting its interest in such suit and for the collection of the amount due on the said contract, whether by foreclosure proceedings or otherwise, and a lien is hereby given upon said premises for such fees, and in case of foreclosure hereof, a decree shall be entered for such reasonable fees, together with what are other indebtedness secured by said mortgage and secured hereby.

And it is further mutually understood and agreed, by and between the parties hereto, that the covenants, conditions and provisions herein contained shall apply to, and, as far as the law allows, be binding upon and be for the benefit of the heirs, executors, administrators and assigns of said parties respectively.

In witness whereof, the said Mortgagor, has hereunto set hand and seal this 4 day of MAY A.D. 19 88.

Marvin Owens (SEAL)
Helen B. Owens (SEAL)
(Signatures)

STATE OF ILLINOIS, County of Cook ss.
I, the undersigned, a Notary Public, in and for said County and State aforesaid do hereby certify that the Mortgagors,

personally known to me to be the same persons whose names subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their 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 seal this 4 day of MAY 19 88.
Notary Public

89-21639

TRANSFER AND ASSIGNMENT

STATE OF ILLINOIS )
) ss.
COUNTY OF )

For value received the undersigned hereby transfers, assigns and conveys unto Security Investment Services all right, title, interest, powers and options in, to and under the within mortgage from (Buyer/Mortgagors) to (Seller)

as well as to the land described herein and the indebtedness secured thereby. In witness whereof the undersigned has hereunto set hand and seal, this day of 19

Witnessed by: Marvin Regal (Seller) By: Helen Owens (Title)

STATE OF ILLINOIS )
) ss.
COUNTY OF )

Personally appeared MARVIN Bilfel & Chicago Illinois (Seller's Employee Signing Assignment) signer and sealer of the foregoing instrument and

acknowledged the same to be his/her free act and deed and the free act and deed of said (Seller's Name) before me.

Notary Public

REAL ESTATE MORTGAGE

DO NOT WRITE IN ABOVE SPACE

TO

Mail to

# UNOFFICIAL COPY

9021639

" EXHIBIT A "

The West 1/2 of lot 22 and all of lot 23 in Johnson's  
subdivision of lot 26 (except for the West 33 feet thereof)  
in the school trustees' subdivision of section 16, township 17  
NORTH Range 14 East of the Third Principal Meridian, in Cook  
County, Illinois. Commonly known as 244 W. 106th Pl, Chicago,  
Illinois 60428. PERMANENT PARCEL NUMBER: 25-16-212-069.

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JAN-13-89

89021639 A

13.00



13.00

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