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MORTGAGE (ILLINOIS) For Use With Note Form: No. 1447

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THIS INDENTURE, made January	12 10 8	39 . belween
Leon Taylor		
Bernice Taylor	His wife	
9656 South Lowe Avenue		
Chicago, IL 60628 (NO. AND STREET)	(CITY)	(STATE)
herein referred to as "Mortgagors," and		
Sears Consumer Financia	Corporal	tian
100 Corporate North Sul	le 207	

89032999

DEPT-01 RECORDING	\$12.00
142222 TRAN 2057 01/20/59	11:35:00
\$3892 + B *	၁ဝဝဝ
COOK COUNTY RECORDER	A. F F F

sears consumer Financial Corporation	,
100 Corporate North Suite 207	
Bannockburn, 11 60015 (NO. AND STREET) (CITY) (STATE)	
herein referred to as "Moi 'gagee," witnesseth:	Above Space For Recorder's Use Only
THAT WHEREAS the wortgagers are justly indebted to the Mortgagee upon the inst Fifteen Thousand Nine Hundred One and 10/100	
(* 15901, 10), pryarie to the order of and delivered to the Mortgagee, in and b	
sum and interest at the rate and ins allments as provided in said note, with a final paymer	
96 , and all of said principal arr in erest are made payable at such place as the holds	
in absence of Such appointment, then at the office of the Mortgagoe at Bannockbu	
NOW, THEREFORE, the Mortgagors to 5/ cure the payment of the said principal sum of me and limitations of this mortgage, and the per ormance of the covenants and agreements her consideration of the sum of One Dollar in new paid, the receipt whereof is hereby acknowled Mortgagee, and the Mortgagee's successor and assigns, the following described Real Estat	rein contained, by the Mortgagors to be performed, and atso in leaded, do by these presents CONVEY AND WARRANT unto the
situate,lying and being in the City of Chicago	, COUNTY OF COOK AND
STATE OF ILLINOIS, to wit: LOT 19 (EXCEPT THE NORTH 24 FEET) AND ALL RESUBDIVISION OF LOTS 1 10 48 BOTH INCLUS	OF LOT 20 IN SCHMUHL'S
WASHINGTON HEIGHTS BEING A SUBDIVISION OF	THE WEST 1/2 OF THE
NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SE	CTION 9, TOWNSHIP 37 NORTH,
RANGE 14, EAST OF THE THIRD PRINCIPAL MER	IDIAN, IN COOK COUNTY,
ILLINOIS.	TETRIC, THE COOK GOODITY,
which, with the property hereinafter described, is referred to hereinas the ", remises,"	en e
Permanent Real Estate Index Number(s): 25-09-110-052	
<u> </u>	
Address(es) of Real Estate: 9656 South Lowe Avenue	Chicago, IL 60628
TOCETHER with all improvements, tanements, easoments, fixtures, and appurtanancest so long and during all such times as Mortgagors may be entitled interate (which are pile secondarity) and all apparatus, equipment or articles now or hereafter therein or thereon the refriger attention (whather single units or centrally controlled, and ventiation, including (will dears and windows, floor coverings, inador beds, awnings, stoves and water heaters. All whether physically attached thereto or not, and it is agreed that all similar apparatus Mortgagors or their successors or assigns shall be considered as constituting part of the re	dged pthilarly and on a parity with said real estate and not used to supply heat, gas, air conditioning, water, light, power, hout to tricking the foreging, screens, window shades, storm of the following are declared to be a part of said real estate, a quipment or articles hereafter placed in the premises by atestate.
TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successive in set forth, free from all rights and benefits under and by virtue of the Homestead E benefits the Mortgagors do hereby expressly release and waive.	sors and assigns for ver, for the purposes, and upon the uses xemption Laws of 11. Clate of Illinois, which said rights and
The name of a record owner is: Leon Taylor & Bernice Taylor	
His wife ANAT:	
This mortgage consists of two pages. The covenants, conditions and provisions appearing herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, success	on page 2 (the reverse side of this mortgage) are incorporated sors and assigns.
Witness the hand and seal of Mortgagors the day and year first above written,	89030000
Enuch tanter (5001)	1 10n 7 (14 (Seal)
PLEASE WITHESS !	Leon: Tay ora
TYPE NAME(S)	*
SECONO TUBERAL (Soal)	France I Laylow (Soal)
	Bernice Taylora'
State printing scound on state	1, the undersigned, a Notary Public In and for said County
SINTERES DEFINICE TO THE Same person(S) whose no	s wife
personally known to me to be the same person(S) whose no	
Sernice Taylor (IMPRESE STATE OF THE PERSON OF THE PROPERTY CERTIFY that	
his/her free and voluntary act, for the uses and put the right of homestead.	irposes therein set forth, including the release and waiver of
Carried and a contract of the	Mendager 15008
Commission expires 11-3-90 19	ON WITH THE
	Notary Public
This instrument was prepared by Edward R. Boyd 100 Corporate (NAME AND ADDRESS)	North 207, Bannockburn, IL
Mail R. F. M. Sears Consumer Financial	Corporation
(NAME AND ADDRESS) FOO Corporate North Suite 207	
190 Corporate North Suite 207 E	Bannockburn, II 60015 (STATE) (ZIP CODE)

Version 2,0

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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 mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (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 exhibit satisfactory 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 said premises except as required by law or municipal ordinance.
- 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 the Mortgagee duplicate receipts therefor.
 To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or essessment which Mortgagors
 may desire to contest.
- 3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereor, or imposing upon the Mortgages the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgages interest in 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 (a) it might be unlawful to require Mortgagors to make such payment or (b) 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 Mortgagor 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 note runby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold numbers 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 note secured hereby.
- 5. At such time as the Mor.gagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privile or making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
- 6. Mortgagors shall keep all buil, nos and improvements now or hereafter situated on said premises insured against loss or damage by fire. lightning and windstorm under policie, ploy ding 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 involvi mess secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, sun rights to be evidenced by the standard mortgage clause to be attached to each 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 days of expiration.
- 7. In case of default therein, Mortgagee may, bit nier not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, in ke full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior not or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' 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 rate now permitted by Itlinois law, inaction of Mortgagee shall ner ar he 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 Mortgagee making any payment heraby authorized relating in the son 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, sale, forfeiture, tax lien or title or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgages and without notice to Mortgagors, all unpaid indebtedness becomed by this mortgage shall, notwithstanding anything in the libe or in this mortgage to the contrary, become que 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 three 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 job, twise, Mortgagee shall have the right to foreclose the lien hereof, there shall be allowed and include, a, additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attivity's fees, appraiser's fees, outlays for documentary and expent evidence, stenographers' charges, publication costs and costs (which may be estimated job items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance pricties. Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prospect evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the previous. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and introduced the previous and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with a defense of any analysis of the foreclosure hereof after accrual of such right to foreclose whether or not accrually commenced; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not accountly commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding, inclined 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 prior (y, First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding piragra in hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with the result in the proceeding piragra in hereof; second, all provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal repriser, stives or assigns, as their rights may appear.
- 12. Upon or at any time after the filing of a complaint to forectose this mortgage the court in which such complaint is filed may eppoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency of Mortgagers at the time of application for such receiver and without regard to the then value of the premises or whether the same should be then occupied as a homestead or not, and the Mortgager may be appointed as such receiver. Such receiver shall have power to collect therents, 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 further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may enthorize the receiver to apply the net income in his hands in 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 hereof or of such decree, provided such application is made prior to foreclosure sale; (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 interposing same in 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 Mortgagers 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 or 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 assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
- 17. Mortgages shall release this mortgage and lien thereof 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 be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include such persons and all persons liable for the payment of the indebtedness or 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.