

UNOFFICIAL COPY

63045117

THIS INDENTURE WITNESSETH: That the undersigned Michael R. Schumacher and

Dorothy M. Schumacher, his wife,

of the Town of Cicero, County of Cook, State of Illinois, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

West Town Savings and Loan Association

a corporation organized and existing under the laws of the State of Illinois, hereinafter referred to as the Mortgagee, the following real estate, situated in the County of COOK in the State of Illinois, to wit:

The North 38 feet of Lot 16 in Block 8 in the First Addition to Walter G. McIntosh's Forest View Gardens, being a subdivision of Lots 16, 17, 18, 19, 24, 25, 26, and 27 in the Circuit Court partition of parts of Sections 31 and 32, Township 39 North, Range 13 East of the Third Principal Meridian and part of Section 6, Township 38 North, Range 13 East of the Third Principal Meridian, and part of Section 1, Township 38 North, Range 12 East of the Third Principal Meridian, and part of the Northeast Quarter of Section 12, Township 38 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois.

4420 South Clinton Avenue, Stickney, Ill. 60402

19-06-311-015

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, insulation or otherwise and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, venetian blinds, in-a-door beds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee.

TO HAVE AND TO HOLD all of said property unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made by the Mortgagor in favor of the Mortgagee, bearing even date herewith, in the sum of Thirty-Thousand and No/100 Dollars (\$30,000.00), which note, together with interest thereon as provided by said note, is payable in monthly installments of Three-Hundred Thirty-One and 62/100 DOLLARS (\$331.62) on the first day of each month, commencing with February, 19-- until the entire sum is paid.

"It is hereby agreed that should the Mortgagor sell, convey, transfer, dispose of, or further encumber said property, or any part thereof, the Mortgagee shall have the right, at its option, to declare all sums secured hereby to be immediately due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transfers.

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

A. THE MORTGAGOR COVENANTS:

(1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those heretofore due, (the monthly payments provided by said note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor.

(2) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire, lightning, windstorm and such other hazards, including liability under laws relating to intoxicating liquors and including hazards not now contemplated, as the Mortgagee may reasonably require to be insured against, under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee. Such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee as its interest may appear.

(3) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; to keep said premises in good condition and repair, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; to comply with all requirements of law with respect to the mortgaged premises and the use thereof;

(4) That if the Mortgagor shall procure contracts of insurance upon his life and disability insurance for loss of time by accidental injury or sickness, or either such contract, making the Mortgagee assignee thereunder, the Mortgagee may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this mortgage to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.

This instrument is prepared by
ROBERT J. KELLY
4000 West 31st Street, Chicago, Ill.

1225

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Box _____

MORTGAGE

TO

CITY OF CHICAGO
4832 N. KEDRON AV.
CICERO, ILLINOIS 60650

Loan No.

1744-1

A.D. 19

SIXTY EIGHT (\$68.00) DOLLARS and 00 CENTS.

Dollars

MY COMMENCEMENT EXPENSES
OF THE MORTGAGE AGREEMENT
BEING PAID AND VOLUNTARILY AGREED
FOR THE USES AND PURPOSES THEREIN SET FORTH, INCLUDING THE RELEASE AND WAIVER
OF THE RIGHTS OF HAMMERED,
FREE AND VOLUNTARY AC., FOR THE USES AND PURPOSES THEREIN SET FORTH, INCLUDING THE RELEASE AND WAIVER
BEFORE THIS DAY IN PERSON AND ACKNOWLEDGED THAT
I HAVE READ AND UNDERSTOOD THE MORTGAGE AGREEMENT AS
PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) (IS) (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED
BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT
I HAVE READ AND UNDERSTOOD THE MORTGAGE AGREEMENT AS
SUBSCRIBED, AGREE AND DELIVERED THE SAID INSTRUMENT AS
THEREIN UNDERSIGNED MY HAND AND NOTARIAL SEAL, THIS
DAY OF FEBRUARY A.D. 19

FEBRUARY 2, 1989

MY COMMENCEMENT EXPENSES

OF THE MORTGAGE AGREEMENT

DO HEREBY CERTIFY THAT
I, NANCY PUBLI, do solemnly swear, in the State aforesaid,

COUNTY OF COOK, STATE OF ILLINOIS

(SEAL)

(SEAL)

FEBRUARY 2, 1989

COOK COUNTY RECORDER
46144-4 B # 89-01/22/00
462222 TRAN 3007 01/30/89 09:22:00
day of

I, WITNESS WHEREBY, the undersigned have hereinunto set their hands and affixed their seals to the foregoing instrument, this day of February 1989, to witness and declare the same to be a true and correct copy of the original instrument so far as it concerns me, and to certify that the said instrument was executed by the parties thereto, and to be a true and correct copy of the original instrument so far as it concerns me, and to certify that the said instrument was executed by the parties thereto.

NANCY PUBLI, Witness for Plaintiff

I, the undersigned, do hereby declare under pain of perjury, that the above instrument was executed by the parties thereto, and is a true and correct copy of the original instrument so far as it concerns me, and to certify that the said instrument was executed by the parties thereto.

THAT IT IS THE INTENTION OF THE PARTIES HERETO, THAT THE PLAIN LANGUAGE OF THE MORTGAGE AGREEMENT SHALL CONTROL OVER THE CONTRACTUAL LANGUAGE OF THE MORTGAGE AGREEMENT, AND THAT NO CLAUSE OR PROVISION CONTAINED THEREIN WHICH IS CONTRARY TO THE PLAIN LANGUAGE OF THE MORTGAGE AGREEMENT SHALL BE DEEMED TO EXIST.

IN WITNESS WHEREOF, the parties hereto have signed this instrument at the place and on the date first above written.

B. MORTGAGOR FURTHER COVENANTS: