

89136224

THIS INDENTURE, made March 18th 19 89 between Lovella Baker

837 N. Kolin Chicago, Illinois 60651 (NO AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors" and Second City Construction 3006 W. Diversey Chicago IL 60647 (NO AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee," witnesseth

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the Retail Installment Contract dated March 18th 19 89 by the Amount Financed of One Thousand Four Hundred Nineteen and 36/100ths

DOLLARS

1419 36 payable to the order of and delivered to the Mortgagee, in and by which contract the Mortgagors promise to pay the said Amount Financed together with a Finance Charge on the principal balance of the Amount Financed from time to time unpaid in 23 installments of \$ 59.14 each beginning

19 and a final installment of \$ 59.14 together with interest after maturity at the Annual Percentage Rate stated in the contract, and all of said indebtedness is made payable at such place as the holder of the contract may from time to time in writing appoint, and in the absence of such appointment, then at the office of the holder at

Second City Construction

NOW, THEREFORE, the Mortgagors to secure the payment of the said sum in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, 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 COUNTY OF Cook AND STATE OF ILLINOIS, to wit

The North 12 feet of Lot 39 and the South 18 feet Of Lot 40 in Block 3 in Edward T. Norman's West Chicago Avenue Addition, being a Subdivision of Blocks 1, 2, 3 and 4 in Blanchard Brothers Subdivision of the South half of the South West 1/4 of the South East 1/4 of Section 3, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois.

P. I. N. #16-03-425-008

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Commonly Known As: 837 N. Kolin Chicago Illinois 60651

which, with the property hereinafter described, is referred to herein as the premises TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto which are pledged primarily and on a parity with said 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 a single unit or centrally controlled) and ventilation, including without limitation the foregoing, screens, window shades, storm doors and windows, floor coverings, major beds, paintings, stoves and water heater. 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 Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD to the Mortgagee, and the Mortgagee's successors and assigns, forever, the premises hereinafter described, and upon the uses 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 Mortgagors do hereby expressly release and waive.

The name of a record owner is Lovella Baker

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns. Witness the hand and seal of Mortgagors the day and year first above written

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

Lovella Baker (Seal)

State of Illinois, County of Cook

do hereby certify that

I, the undersigned, Notary Public in and for said County of Cook, do hereby certify that



known to me to be the same person, whose name is subscribed to the foregoing instrument, and he has signed and sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of homestead.

Given under my hand and official seal, this 18th day of March 19 89 Commission expires 5-13

18th day of March 19 89 (Seal)

UNOFFICIAL COPY

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

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 mechanics or other liens or claims for lien not expressly 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 exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee or to holder of the contract; (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 ordinance with respect to the premises and the use thereof; (6) make no material alterations to said premises except 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 or to holders of the contract duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now and hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm 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, all in companies satisfactory to the holders of the contract, under insurance policies payable, in case of loss or damage, to Mortgagee; such 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 holder of the contract and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein Mortgagee or the holder of the contract may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and in manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior mortgages, loans and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon or redeem from any tax sale or forfeiture, after any said premises or contest any tax or assessment. All moneys paid for any of these purposes herein authorized, and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee or the holders of the contract 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 in action of Mortgagee or holders of the contract shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.

5. The Mortgagee or the holder of the contract hereby reserves, in making any payment hereby authorized relating to taxes and assessments, made also according to any bill, statement or estimate procured from the appropriate public officer 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 thereon.

6. Mortgagors shall pay each item of indebtedness herein mentioned when due according to the terms hereof, or the payment of the holder of the contract, and without notice to the Mortgagors, all unpaid indebtedness secured by the Mortgage shall be a debt standing as though the contract were, this Mortgage to the contrary, being void and payable immediately in the case of default at making payment of any installment in the contract, or the when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereon secured shall become due whether by acceleration or otherwise, Mortgagee or holder of the contract may, at the option of the holder hereof, in any suit to foreclose the mortgage hereon, shall be allowed and included as additional indebtedness to the amount of all directly expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee or holder of the contract, including attorneys' fees, costs, disbursements, notices for document and expenses of advertisement, legal fees, changes, public notices and costs which may be incurred in connection with the execution of the deed hereof, the recording of the deed, the recording of all such abstracts, title searches and examinations, and other policies, liens, mortgages, and other similar data and expenses, with respect to the indebtedness secured by the Mortgage hereon, and the cost of any other expenses incurred by Mortgagee or holder of the contract in connection with the execution of the deed hereof, the recording of the deed, the recording of all such abstracts, title searches and examinations, and other policies, liens, mortgages, and other similar data and expenses, of the nature of this paragraph, in the execution of the mortgage hereon, shall be a debt standing as though the contract were, this Mortgage to the contrary, being void and payable immediately in the case of default at making payment of any installment in the contract, or the when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

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8. Mortgagee or the holder of the contract hereby reserves, in making any payment hereby authorized relating to taxes and assessments, made also according to any bill, statement or estimate procured from the appropriate public officer 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 thereon.

9. Upon or at any time after the things shall be received by Mortgagee or the holder of the contract, the holder of the contract may, at the option of the holder hereof, in any suit to foreclose the mortgage hereon, shall be allowed and included as additional indebtedness to the amount of all directly expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee or holder of the contract, including attorneys' fees, costs, disbursements, notices for document and expenses of advertisement, legal fees, changes, public notices and costs which may be incurred in connection with the execution of the deed hereof, the recording of the deed, the recording of all such abstracts, title searches and examinations, and other policies, liens, mortgages, and other similar data and expenses, with respect to the indebtedness secured by the Mortgage hereon, and the cost of any other expenses incurred by Mortgagee or holder of the contract in connection with the execution of the deed hereof, the recording of the deed, the recording of all such abstracts, title searches and examinations, and other policies, liens, mortgages, and other similar data and expenses, of the nature of this paragraph, in the execution of the mortgage hereon, shall be a debt standing as though the contract were, this Mortgage to the contrary, being void and payable immediately in the case of default at making payment of any installment in the contract, or the when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

10. No action for the enforcement of the terms or any provision hereof, shall be subject to any defense or claim which is not pleaded and available to the party invoking same in an action to enforce the contract hereby secured.

11. Mortgagee or the holder of the contract shall have the right to impound the proceeds of the mortgage hereon, and to apply the same as herein provided for that purpose.

12. If Mortgagee or the holder of the contract has any right, title or interest in said premises, or any part thereof, which is not the subject of the mortgage hereon, the holder of the contract hereby agrees, with the holder, to grant to the holder of the contract the right, at the holder's option, to de-legalize, with a view to the foreclosure of the mortgage hereon, immediately after the closing of said contract of this mortgage to the contrary, notwithstanding.

ASSIGNMENT

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

Date _____ Mortgagee _____
BY _____



D E L I V E R Y BY THE OFFICE OR
NAME: Second City Construction
ADDRESS: 3006 W. Diversy
CITY: CHICAGO, ILL. 60647

CHICAGO COUNTY CLERK'S OFFICE
NOTICE TO THE PUBLIC
RECORDING INFORMATION

Handwritten signature: C. Martin 3006 W. Diversy Chicago, Ill 60647