

# UNOFFICIAL COPY

## MORTGAGE

89142626

THIS INDENTURE WITNESSETH: That the undersigned

DEPT-01

\$12.00

----James L. Ball and Susan H. Ball, his wife----- T#1444 TRAN 6105 03/31/89 15:11:00  
#6798 # 89-142626

COOK COUNTY RECORDER

of the Village of Oak Lawn County of Cook State of Illinois,  
hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

---George Washington Savings &amp; Loan Association-----

State of Illinois

a corporation organized and existing under the laws of the \_\_\_\_\_, hereinafter

referred to as the Mortgeree, the following real estate, situated in the County of Cook  
in the State of Illinois, to wit:

**PARCEL 1:** UNIT 104, AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL") LOT 63 IN FRANK DELUGACH'S CENTRAL AVENUE GARDENS SUBDIVISION OF THE EAST 2/5 OF THE EAST 1/2 OF THE NORTHEAST 1/4 (EXCEPT STREET AND PART OF STREETS HERETOFORE DEDICATED) IN SECTION 17, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MARCH 18, 1940 AS DOCUMENT NO. 12450457, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY WORTH BANK & TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 7, 1978 AND KNOWN AS TRUST NO. 2670, RECORDED IN THE OFFICE OF THE RECORDED OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 24635513; TOGETHER WITH AN UNDIVIDED 8.4105 PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL AND PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS. 24-17-208-018-1004 10622 S. Parkside, Chicago Ridge, IL. 60415

**PARCEL 2:** LOT 1 IN HAUSER'S SUBDIVISION OF LOT 3 IN BLOCK 4 IN ARTHUR T. MCINTOSH AND COMPANY'S RIDGELAND, BEING A SUBDIVISION IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 24-06-208-024 6537 Crescent, Oak Lawn, IL. 60453

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, ventilation 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 blind, 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 encumbrances and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagor.

TO HAVE AND TO HOLD all of said property unto said Mortgeree 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 Mortgeree evidenced by a note made by the Mortgagor in favor of the Mortgeree, bearing even date herewith, in the sum of Forty Nine Thousand Six Hundred & no/100's one Dollars (\$ 49,600.00), which note, together with interest thereon as provided by said note, is payable in ~~XXXXXX~~ installments of Fifty Two Thousand Four Hundred Fifty One & 20/100's DOLLARS (\$ 52,451.20), on the 19th day of ~~XXXXXX~~ September 1989 until the entire sum is paid.

89142626

A.T.G.F.  
BOX 370

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 Mortgeree, 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 Mortgagor may reasonably require to be insured against, 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, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagor. Such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagor and shall contain a clause satisfactory to the Mortgagor making them payable to the Mortgagor 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 Mortgagor assignee thereunder, the Mortgagor 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.

# 12 -

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# UNOFFICIAL COPY

## MORTGAGE

Box 109

## MORTGAGE

Box 109

My Commission Expires -

26/6/2

GIVEN under my hand and Notarial Seal, this

personally known to me to be the same person(s) whose name(s) (is) (are) attributed to the foregoing instruments, appeared before me this day in person and acknowledged that they \_\_\_\_\_ signed, sealed, and delivered the said instrument as before mentioned for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

DO HERRERY CERTIFY that ---James L. Ball and Susan H. Ball, his wife -----  
1. The undersigned  
2. Notary Public in and for said county, in the State aforesaid,  
3. a Notary Public in and for said county, in the State aforesaid,

County of Cook  
State of Illinois  
Court of Common Pleas  
Seal

(4) That, upon the commencement of any action proceeding before the court in which such bill is filed may be made without notice to the defendant, or any party thereto, under seal, and notice and proofs of seal presented during the trial, the court may determine the cause, and enter judgment thereon, and the court may make such order as it deems fit.

(2) That it is the intention of the parties to execute payment at a later date, or at a later date, which advances shall in no event exceed advances already received, shall have been repaid in part and until such time as the entire amount shall have been advanced to the parties.

undertaken and that Mortlake shall not incur any personal liability because of anything it may do or omit to do hereunder.

out of the rents or proceeds of sale of said premises in not otherwise paid; that it shall not be liable to pay more than what

(1) That in the case of failure to perform any of the covenants herein, the mortgagee may do on the Mortgagor's behalf the following to recover the amount due:

**B. MORTGAGE FURTHER COVENANTS:**