

UNOFFICIAL COPY

REAL PROPERTY MORTGAGE

MORTGAGEE:

FORD CONSUMER FINANCE CO., INC.
11311 CORNELL PARK DRIVE
SUITE 400
CINCINNATI, OH 45242

MORTGAGOR(S)

ZDZISLAW JAKUBCZAK AND
ANNA JAKUBCZAK, HIS WIFE, AS JOINT TENANTS.
7900 W. 82ND ST.
BRIDGEVIEW, IL 60455

DATE OF LOAN

4/26/89

ACCOUNT NUMBER

23393-2

89190956

OPEN END MORTGAGE: MAXIMUM INDEBTEDNESS (EXCLUSIVE OF INTEREST NOT TO EXCEED \$ 34,999.75

KNOW ALL MEN BY THESE PRESENTS: That the above named Mortgagor(s), in consideration of the principal amount of loan stated below to them in hand paid by the above named Mortgagee do hereby grant, bargain, sell and convey with "mortgage covenants" to the said Mortgagee and its assigns

forever, the following described real estate situated in the County of COOK and State of Illinois, to wit:

LOT 9 IN KEARNEY'S RESUBDIVISION OF LOTS 64 THROUGH 76 BOTH INCLUSIVE AND THAT PART OF 79TH AVENUE LYING BETWEEN THE NORTH LINE OF 82ND STREET AND THE SOUTH LINE OF 81ST PLACE, EXCEPT THE NORTH 126.50 FEET THEREOF ALL IN LAND'S 79TH AVENUE ESTATES, A SUBDIVISION OF PART OF THE NORTH 60 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AKA: 7900 W. 82ND ST, BRIDGEVIEW, IL 60455
TAX: 18-36-116-023 OF. 85.

DEPT-01 \$13.25
T03333 TRAN 8865 04/28/89 11101000
4440 \* C \* -89--190956
COOK COUNTY RECORDER

and all the estate, right, title and interest of the said Mortgagor(s) in and to said premises; To have and to hold the same, with all the privileges and appurtenances thereunto belonging to said Mortgagee and its assigns forever. And the said Mortgagor(s) do hereby covenant and warrant that the title so conveyed is clear, free and unencumbered and that they will defend the same against all lawful claims of all persons whomsoever.

This conveyance is made to secure the payment of \$ 34,999.75 plus interest as provided in a Promissory Note of even date herewith, and to further secure the payment of any further or additional advances made by the Mortgagee at any time before the entire indebtedness secured hereby shall be paid in full, either as a future loan by said Mortgagee, a refinancing of the unpaid balance of the loan stated above, or a renewal thereof or both.

The maximum amount of unpaid loan indebtedness, exclusive of interest thereon, which may be outstanding at any time is THIRTY-FOUR THOUSAND, NINE HUNDRED & NINETY-NINE DOLLARS (\$34,999.00). In addition to any other debt or obligation secured hereby, this mortgage shall secure unpaid balances of advances made for the payment of taxes, assessments, insurance premiums, or other costs incurred for the protection of the mortgaged premises.

Mortgagor(s) shall maintain all buildings and improvements now or hereafter forming part of the property hereinabove described in constant repair and in fit condition for their proper use and occupancy and shall comply with all regulations of record and all statutes, orders, requirements, or decrees relating to the property by any governmental authority.

Mortgagor(s) shall not, without the prior written consent of the Mortgagee, enter into any agreement or accept the benefit of any arrangement whereby the holder of the Prior Mortgage makes future advances or waives, postpones, extends, reduces or modifies the payment of any installment of principal or interest or any other item or amount now required to be paid under the terms of any other Prior Mortgage or modifies any provision thereof.

Mortgagor(s) shall promptly notify the Mortgagee in writing upon the receipt by the Mortgagor(s) of any notice from the Mortgagee under any other Prior Mortgage claiming any default in the performance or observance of any of the terms, covenants or conditions on the part of the Mortgagor(s) to be performed or observed under any other Prior Mortgage.

Mortgagor(s) shall execute and deliver, on request of the Mortgagee, such instruments as the Mortgagee may deem useful or required to permit the Mortgagee to cure any default under any other Prior Mortgage, or permit the Mortgagee to take such other action as the Mortgagee considers desirable to cure or remedy the matter in default and preserve the interest of the Mortgagee in the mortgaged property.

The whole of the said principal sum and the interest shall become due at the option of the Mortgagee: (1) if the Mortgagor(s) fails to pay any installment of principal or interest on any other Prior Mortgage within five days after the same is due, or if the Mortgagor(s) fails to keep, observe, or perform any of the other covenants, conditions, or agreements contained in any other Prior Mortgage; or (2) if the Mortgagor(s) fails to pay to the Mortgagee on demand any amount which the Mortgagee may have paid on any other Prior Mortgage with interest thereon; or (3) should any suit be commenced to foreclose any mortgage or lien on the mortgaged property; or (4) if the Mortgagor(s) transfer any interest in the mortgaged property without the written consent of the Mortgagee.

The generality of the provisions of this section relating to the Prior Mortgage shall not be limited by other provisions of this Mortgage setting forth particular obligations of the Mortgagor(s) which are also required of the Mortgagor(s) under any other Prior Mortgage.

IN WITNESS WHEREOF, the said Mortgagor(s), who hereby release and waive their right and expectancy of homestead exemption in said premises, have hereunto set their hands this date.

X [Signature] 4-26-89 (Date) (Seal)
Mortgagor ZDZISLAW JAKUBCZAK
X [Signature] 4-26-89 (Date)
Spouse ANNA JAKUBCZAK
X (Date) (Seal)
Mortgagor
X (Date)
Spouse
X (Date) (Seal)
Mortgagor
X (Date)
Spouse (Date)

STATE OF ILLINOIS } SS
COUNTY OF ...

Be It Remembered, That on the 26th day of APRIL 1989, before me, the undersigned, a Notary Public in and for said county, personally came ZDZISLAW JAKUBCZAK and [Signature] his wife the Mortgagor(s) in the foregoing mortgage, and acknowledged the signing thereof to be their voluntary act.

[Notary Seal: OFFICIAL JAKUBCZAK, Notary Public, State of Illinois]
[Signature]
NOTARY

This instrument was prepared by:
FORD CONSUMER FIN CO., INC.
11311 CORNELL PARK DRIVE
SUITE 400
CINFI, OH 45242
TJA
HVR-13-3-ILL (12/87)



-89-190956

UNOFFICIAL COPY

MORTGAGE

TO

Property of Cook County Clerk's Office

89190956

Rec'd for Record

at \_\_\_\_\_ o'clock \_\_\_\_\_ M

and recorded \_\_\_\_\_

\_\_\_\_\_

Recorder \_\_\_\_\_ County, Illinois

RELEASE

THE CONDITIONS of the within mortgage having been complied with, the undersigned hereby cancels and releases the same this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

By \_\_\_\_\_ PRESIDENT

Attest \_\_\_\_\_ SECRETARY