

MORTGAGE

THIS INDENTURE, made this 8th day of May, 1989, between DURNICE NEELY AND RUBY D. NEELY, (FORMERLY KNOWN AS RUBY D. STOUDEMIRE), HUSBAND AND WIFE, Mortgagors, and WECO CREDIT UNION, a corporation existing under the laws of the State of Illinois, Mortgagee.

WITNESSETH: That whereas the Mortgagor justly indebted to the Mortgagee, as is evidenced by a certain installment note executed and delivered by the Mortgagor, in favor of the Mortgagee, and bearing even date herewith, in the principal sum of FIFTEEN THOUSAND SEVEN HUNDRED SIXTY AND 99/100 Dollars (\$15,760.89) payable with interest at the rate of TWELVE per centum (12.0%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office at 1700 Hawthorne Lane, West Chicago, Illinois, or at such other place as the holder may designate in writing, and delivered or mailed to the Mortgagor; the said principal and interest being payable in monthly installments of THREE HUNDRED SEVENTY THREE AND 90/100 Dollars (\$373.90) beginning on the last day of June, 1989 and continuing on the last day of each month thereafter until the note is fully paid, except that the final payment of principal and interest, if not paid sooner, shall be due and payable on the last day of January, 1995. Notwithstanding the foregoing, the Mortgagee shall have the right to call the loan at any time, at its sole discretion, after default or breach of any condition herein.

WITNESSETH: That notwithstanding anything herein to the contrary, the following shall control:

- (1) The Mortgagee may, pursuant to the Installment Note executed the 8th day of May, 1989, advance additional principal to Mortgagor and extend the final payment due date.
- (2) The maximum principal amount hereunder shall never exceed the sum of \$38,000.00.
- (3) Future advances under the terms hereof shall have the priority over all other liens as does the original loan.
- (4) All future advances hereunder must be made within Fifty Five (55) months after the date hereof.
- (5) Mortgagee agrees to pay all expenses, including recording charge, to release the mortgage when it no longer secures the line of credit.

NOW, THEREFORE, the said Mortgagor, to secure the payment of said principal sum of money and said interest and the performance of the covenants and agreements herein contained, including any advances of principal and interest hereunder, does by these presents MORTGAGE and

89216118

# UNOFFICIAL COPY

WARRANT into the Mortgagee, its successors or assigns, the following described real estate, lying and being in the County of Cook, State of Illinois, to-wit:

THE SOUTHERLY TWO-THIRDS OF LOT 9 IN BLOCK 95 IN WASHINGTON HEIGHTS, IN THE SOUTH WEST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 27, 1872 IN COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE INDEX NO. 25-19-307-028

COMMONLY KNOWN AS: 11545 S. Hale Ave., Chicago, IL 60643-4819

TOGETHER with all improvements, tenements, hereditaments and appurtenances thereto belonging, and all rents, issues and profits thereof, and all apparatus, equipment, articles, improvements or fixtures used thereon, including (but not limited to) all heating, air conditioning, gas, plumbing and electrical fixtures. All of the foregoing are declared to be a part of said real estate, and are a portion of the security for the indebtedness herein.

TO HAVE AND TO HOLD, 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 said Mortgagor does hereby expressly release and waive.

THE SAID MORTGAGOR covenants and agrees as follows:

(1) To pay said indebtedness, and the interest thereon as herein and in said note or notes provided, or according to any agreement extending additional principal, interest and time of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the Mortgagee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and second, to the Mortgagee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable. (7) the Mortgagor shall not convey its title or interest to or in all or any part of the mortgaged premises without the written consent of the Mortgagee.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the Mortgagee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the Mortgagor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 12.0 per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at 12.0 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the Mortgagor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with



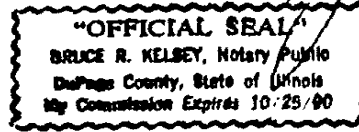
# UNOFFICIAL COPY

8 9 2 1 6 1 1 3

GIVEN under my hand and Notarial Seal this 8th day of May, A.D., 1989.

PREPARED BY AND RETURN TO:  
LAW OFFICES OF BRUCE R. KELSEY  
200 High Street  
West Chicago, Illinois 60185  
(312) 231-1580

*B. R. Kelsey*



Property of Cook County Clerk's Office

DEPT-01  
145555 1848 0126 051118 144000  
15285 4 E 1-89-216118  
COOK COUNTY CLERK'S OFFICE

89216118

89216118

14<sup>th</sup>/E

