

# UNOFFICIAL COPY

February, 1985

## MORTGAGE (ILLINOIS) For Use With Note Form No. 1447

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83220140

THIS INSTRUMENT, made May 05 1985, between

James H. Robinson

AKA: Deborah L. Robinson His wife

11530 South Hale  
Chicago, IL 60643  
(CITY AND STREET) (CITY) (STATE)

DEPT-41 518 00  
TR1111 TRAVN 0753 08/16/84 12:00 00  
#3740 #4 \*89-220140  
COOK COUNTY RECORDER

herein referred to as "Mortgagor," and  
Sears Consumer Financial Corporation

100 Corporate North, Suite 207  
Bannockburn, IL 60015  
(CITY AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee," witnesseth

Above Space For Recorder's Use Only

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the notes (hereinafter referred to as the "Notes") in the principal sum of Twenty Thousand Four Hundred Ninety Four and 50/100 DOLLARS (\$ 20,494.50), payable to the order of and delivered to the Mortgagee, in and by which the Mortgagors promise to pay the said principal sum and interest at the rate and on the terms as provided in said note, with a final payment of the balance due on the 25 day of May 1985, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint and in absence of such appointment, then at the office of the Mortgagee at Bannockburn, IL

NOW, THEREFORE, the Mortgagors do hereby agree to the payment of the said principal sum of money and said interest 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 and to so in consideration of the sum of One Dollar in hand paid to the face of whereof interest, principal, and all other charges, taxes, and expenses are hereby irrevocably assigned to the Mortgagee, and the Mortgagee is successor and assign of the following described fee, estate and all of the right, title and interest therein,

situate, lying and being in the City of Chicago, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

THE SOUTH 33 FEET 8 INCHES OF THE NORTH 157 FEET 1 INCH OF LOTS 4, 5, 6 AND 7 TAKEN AS A TRACT IN BLOCK 96 IN WASHINGTON HEIGHTS, IN SECTION 19, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TRW REAL ESTATE  
LOAN SERVICES  
SUITE #1015  
100 N. LaSALLE  
CHICAGO, IL 60602  
32531241

which, with the property hereinafter described, is referred to hereinafter as the "premises"

Permanent Real Estate Index Number: 25-19-306-019

Address of Real Estate 11530 South Hale Chicago, IL 60643 MAY 16 1985

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances, etc. belonging, and all rents, issues and profits thereof for so long and during all such times as the Mortgagors may be entitled thereto (which are pledged to the Mortgagee as security for the payment of the principal sum of money and interest thereon) and all apparatus, equipment or articles now or hereafter hereon used to supply heat, gas, air conditioning, water, light, power, refrigeration, heating, air conditioning, and central air conditioning, including in particular the following: electrical, plumbing, gas, water, sewage, storm, and electrical floor coverings, appliances, and water heaters, and all other fixtures, and all other articles and equipment which are attached to the premises, and it is agreed that all similar apparatus, equipment, and articles hereafter placed in the premises by the Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, 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 James H. Robinson & Deborah L. Robinson  
His wife AKA:

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 the Mortgagors the day and year first above written.

PLEASE PRINT OR TYPE NAMES IN BELOW SIGNATURES:  
WITNESS ANTONIA S. DAVIS (Seal) James H. Robinson (Seal)  
AKA: Deborah L. Robinson (Seal)  
WITNESS LOREN HARRIS Deborah L. Robinson

State of Illinois, County of \_\_\_\_\_, ss., I, the undersigned, a Notary Public in and for said County

OFFICIAL SEAL  
JAMES T. DRAKE  
NOTARY PUBLIC STATE OF ILLINOIS  
COMMISSION EXPIRES 3/1/91

in the State address of DO HEREBY CERTIFY THAT James H. Robinson  
Deborah L. Robinson His wife

personally known to me to be the same person(s), whose name(s) is/are/is, subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he BY signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 10th day of May 1985.  
Commission expires February 03 1991 James T. Drake Notary Public

This instrument was prepared by Edward R. Boyd 100 Corporate North 207, Bannockburn, IL  
(NAME AND ADDRESS)

Mailed this instrument to F.M. Sears Consumer Financial Corporation  
(NAME AND ADDRESS)

100 Corporate North, Suite 207 Bannockburn, IL 60015 80220140  
(CITY) (STATE)

OR RECORDER'S OFFICE BOX NO. \_\_\_\_\_



10702

## THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

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 the Mortgagee, (4) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, (5) make no material alterations in 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 the Mortgagee 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 the Mortgagee may desire to contest.
3. In the event of the enactment after this date of any law or ordinance departing from the value of, and for the purpose of taxation, any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens hereon required to be paid by Mortgagors, or changing in any way the law relating to the taxation of mortgages or debts secured by mortgages or the Mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagee, upon demand by the Mortgagors, shall pay such taxes or assessments or reimburse the Mortgagee therefor, provided, however, that if in the opinion of counsel for the Mortgagee a claim might be an award to require Mortgagors to make such payment or if the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
4. If, by the laws of the United States of America or of any State having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to be harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such a charge of making preparations for the principal of said note, in addition to the required payments, as may be provided in said note.
6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies issued by or for payment by the insurance companies or approved sufficient to pay the cost of repairing or replacing the same or to pay in full the indebtedness secured hereby, as in compliance set forth in the Mortgagee's underwriting and insurance policies. In case of loss or damage, to Mortgagee's satisfaction to be evidenced by the standard mortgage clause to be attached to each policy, and the several policies, including additional and renewal policies to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
7. In case of default thereon, Mortgagee may, but need not, make any payment or perform any act herebefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make any payment or perform any act in respect of or on behalf of, or in connection with, any discharge, compromise or settlement of any tax, lien or other claim or liability or of any debt or claim thereon, or of any debt or claim affecting said premises or contest any tax or assessment, or money paid or any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other monies advanced by Mortgagee to protect the mortgaged premises and the lien hereon, shall be so much additional indebtedness secured hereby and shall be immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagors shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.
8. The Mortgagee making any payment hereby authorized for taxes or assessments may do so according to any official statement or estimate procured from the appropriate public office without inquiry into the accuracy of such official statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax, lien or other claim thereon.
9. Mortgagors shall pay each item of indebtedness here mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable at any time and from time to time in the case of default in making payment of any installment of principal or interest on the note, or when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors hereinafter contained.
10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the Mortgagee shall have the right to foreclose the lien hereof, in any suit to foreclose the lien hereof, there shall be allowed and included in addition to the principal of the note, the interest thereon, all costs, disbursements and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, costs, disbursements, and for documents, and expert evidence, proceedings, charges, publication costs, and costs which may be estimated to be expended after entry of the decree of foreclosure, all such disbursements, the search and examination and the appraisal of the property, the recording of the deed, and all other costs and disbursements which may be paid or incurred by or on behalf of Mortgagee, and all such disbursements and expenses of any nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and shall be immediately due and payable with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee, in connection with any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, defendant or intervenor, by reason of this mortgage or any indebtedness hereby secured, or by preparation for the commencement of any suit for the foreclosure hereof or for the purpose of such suit to foreclose whether or not actually commenced, or for preparation for the defense of any actual or threatened foreclosure or proceeding which might affect the premises or the security hereof.
11. The proceeds of any forced sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incurred to the foreclosing proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, and interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagors, the heirs, legal representatives or assigns, as the rights may appear.
12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed, may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice to the seller or the deficiency of Mortgagors at the time of application for such receiver and without regard to the true value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect rents, issues and profits of said premises during the pendency of such forced sale suit, and in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said periods. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of (1) the indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale, (2) the deficiency in case of a sale and deficiency.
13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.
16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
17. Mortgagee shall release this mortgage and lien thereon by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used here in shall include such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used here in shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

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