

UNOFFICIAL COPY

MORTGAGE ILLINOIS

THIS INDENTURE made AUGUST 10 1990 between
BRIAN H KRAMER AND CAROL RB KRAMER, HIS WIFE

1306 SO DUNTON ARLINGTON HTS, IL 60005
TWO AND STREET CITY STATE

herein referred to as "Mortgagor" and
SU CONCEPTS

307 SO MILWAUKEE WHEELING, IL 60090
TWO AND STREET CITY STATE

herein referred to as "Mortgagee" with respect

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the Retail Installment Contract dated AUGUST 10 1990 in the sum of

THIRTEEN THOUSAND NINE HUNDRED SIXTY-TWO AND NO/100 * * * * * * * * * * * * * DOLLARS

13,962.00

to be payable to the order of and delivered to the Mortgagee in and by which contract the Mortgagors promise

to pay the said sum in 119 installments of \$ 116.35 each beginning 11-19

19 19 and a final installment of \$ 116.35 payable on 10-19

19 19 and all of said indebtedness is made payable at such place as the holders of the contract may from time to time in writing appoint and in the absence of such appointment at the office of the holder at UNION MORTGAGE COMPANY, INC. LOMBARD, IL

NOW THEREFORE the Mortgagee will 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 on to these presents CONVEY

AND WARRANT unto the Mortgagee and the Mortgagee's successors and assigns the property described hereinafter as estate and all of their estate right title

and interest therein situate lying and being in the CITY OF ARLINGTON HTS. COUNTY OF

COOK

AND STATE OF ILLINOIS to wit

LOT 2 IN BLOCK 15 IN ARLINGTON HEIGHTS GARDEN HOMESITES IN NORTHEAST
1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #08-09-227-017

90524479

90524479

10 00 E.

RETURN TO:
UNION MORTGAGE CO., INC.
P.O. BOX 516910
DALLAS, TEXAS 75251-5923
214/691-3134

which with the property described above is hereinafter referred to as "the property".

TOGETHER with all rights, easements, franchises, fixtures, appurtenances, tenements, hereditaments, leases and grants
thereof for so long and during such time as Mortgagor may be entitled thereto, there are premises 1306 Dunton, two and one-half real estate
and personal property, and all the improvements thereon, thereon or therein, in the town, city, village, corporation, county, state, nation,
light power, telephone, water, gas, sewer, drainage, telephone, cable television, electric, gas, water, sewer, drainage, telephone, cable television, electric
shaded area, and all other rights, easements, franchises, fixtures, appurtenances, tenements, hereditaments, leases and grants
real estate, personal property, and all the improvements thereon, thereon or therein, in the town, city, village, corporation, county, state, nation,
premises to Mortgagor, as more fully described in the Retail Installment Contract dated August 10, 1990.

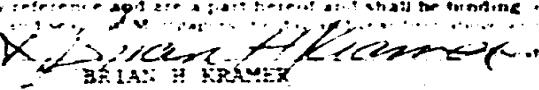
THE ABOVE AND FOREGOING PROPERTY IS HEREBY CONVEYED AND WARRANTED TO THE MORTGAGEE AS FOLLOWS: In consideration of the sum of \$ 13,962.00, and benefits the Mortgagee do hereby express the same,

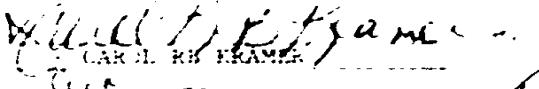
BRIAN H KRAMER AND CAROL RB KRAMER, HIS WIFE

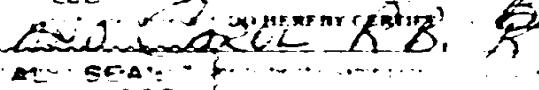
The name of record owner.

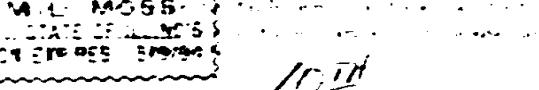
This mortgage contains no stipulations. The covenants, conditions and provisions appearing on page 2, the reverse side of this mortgage, are
incorporated herein by reference and are a part hereof and shall be binding on Mortgagee in their heirs, successors and assigns.

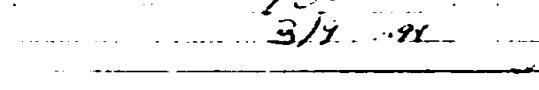
Witness to the above instrument, this day of August, 1990.


BRIAN H. KRAMER


CAROL R.B. KRAMER


BRIAN H. KRAMER


CAROL R.B. KRAMER


BRIAN H. KRAMER


CAROL R.B. KRAMER

NOTICE OF COPIES MADE RECORDED IN THIS OFFICE
WILLIAM MOSS NOTARY PUBLIC, STATE OF ILLINOIS WILLIAM MOSS, NOTARY PUBLIC, STATE OF ILLINOIS WILLIAM MOSS, NOTARY PUBLIC, STATE OF ILLINOIS

10/14
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Carole H. Kramer
Carole H. Kramer

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ADDITIONAL CONVENTIONS, 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, so as to prevent such other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be levied or imposed against the premises superior to the lien hereof and upon request exhibit satisfactory evidence of the discharge of such prior debt; (4) Mortgagee or holder of the contract (5) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty, interest, all general taxes and shall pay special taxes, assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request furnish Mortgagee or holder of the contract duplicate receipts therefor. To prevent default hereinunder Mortgagors shall pay in full under protest to the tax collector any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now and hereafter situated on the premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of losses suffered thereby up to the cost of replacing or repairing the same or to pay in full the indebtedness secured by the new and/or companies so insured, and the costs of insurance under insurance policies payable in case of loss or damage to Mortgagor. Such rights to be evidenced by the standard attorney's blank to be attached to each policy and shall deliver all policies including additional and renewal policies to holder of the contract and to the insurance company about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default herein, Mortgagee or the holder of the contract may, if it need not, make any payment or performance **act heretofore required** of Mortgagors in sum, form and manner deemed expedient, and may sue thereon and recover the amount of the principal, interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax, license, privilege, franchise or other claim thereto or redeem from any tax sale or forfeiture, affecting said premises or interest any tax or assessment. All such acts shall be for the purposes hereof authorized and all expenses paid or incurred in connection therewith, including attorney's fees, shall be paid by Mortgagors, and the Mortgagee or the holder of the contract to protect the mortgaged premises and the lien hereof, shall be so much indebtedness secured hereby and shall become immediately due and payable without notice. Inaction of Mortgagee or holder of the contract shall not 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 hereon waives notice of the filing of any action to collect the unpaid taxes and assessments, may do so according to any bill, statement or estimate prepared by the appraiser, or to file notice without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, fine, fine, tax, or other charge, or into the cause of such.

6. Mortgagors shall pay each item of indebtedness herein mentioned when due according to the time agreed. At the option of the holder of the contract, and without notice to the Mortgagors, failing and/or delaying payment by the holder of the contract, standing resulting in the default in this Mortgage to the contrary, become due and payable, immediately in the case of default, making payment of any installment on the contract, or **(b) 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 hereby secured shall become due whether by time or otherwise, the Mortgagors shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid in incident to the sale of the property, including, but not limited to, fees of appraisers, fees, outlays for documentation and preparation of graphs, charges, costs, expenses and attorney's fees and all other expenses, incidental to the sale after entry of the decree, of preparing and publishing notices of sale, of advertising the property for sale, of collecting rents and similar data and assurances with respect thereto, as Mortgagors, or their attorney, may deem necessary to the sale, and all expenses, incidental to the sale, to evidence to bidders at any sale which may be had pursuant to such decree the true and exact value of the premises, all expenditures and expenses of the nature in this paragraph mentioned shall be included in the amount of indebtedness secured hereby and immediately due and payable, when paid or incurred by Mortgagee or holder of the contract, or otherwise, in the proceedings, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant, defendant, trustee, creditor, Mortgagee or any indebtedness hereby secured, or for preparations for the commencement of any suit for the foreclosure of a real estate, or for the right to foreclose whether or not actually commenced or for preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed among the parties entitled thereto in the following order: first, in account of all costs and expenses incident to the foreclosed property, including attorney's fees, and the amount of indebtedness, as per the preceding paragraph hereof; second, all other items which under the terms hereof may be secured by the indebtedness, and third, the balance, if any, of the amount of the indebtedness, if any, remaining unpaid on the contract; fourth, any overplus, Mortgagors, their heirs, executors, administrators or assigns as their rights may appear.

9. Upon, or at any time after the filing of a complaint for the foreclosure of the lien hereof, the Mortgagors may appoint a receiver of the said premises. Such appointment may be made either before or after sale, with or without notice, and before or after entry of the decree, at the time of application for such receiver and without regard to the time of the previous entry of the decree, if the receiver appointed is not named or not and the Mortgagor hereunder may be appointed as such receiver. Such receiver shall have and exercise all the powers and rights of a lessor of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the time of the sale and until redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intention to do so, receiver would be entitled to collect such rents, issues and profits, and all other powers which may be necessary. A receiver in such case of possession, shall have the power to possess, control, management and operation of the premises during the time of said suit and period. The receiver in time of the sale, and until the time of the sale, shall apply the net income in his hands in payment in whole or in part of the indebtedness secured hereby, plus any decree date interest, and any tax, special assessment or other lien which may be attached to the lien hereof or of such decree, provided that such receiver shall make prior to foreclosure sale (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or 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 contract herein secured.

11. Mortgagee or the holder of the contract shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. If Mortgagors shall sell, assign or transfer any right, title or interest in said premises, or any part thereof, without the written consent of the holder of the contract secured hereby, he/she shall have the right and option to require the deforeclosure and indebtedness secured by this mortgage to be immediately due and payable, anything in said contract or this mortgage to the contrary notwithstanding.

ASSIGNMENT

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

Date _____

Mortgagor _____

Ex

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E
L
I
V
E
R
Y

Name: UNION MORTGAGE COMPANY, INC.
P. O. BOX 5273
DANIA, FL 33321-5273
FAX: 305-736-3122

OR

1306 S DUNTON AVENUE
ARLINGTON HEIGHTS, IL 60005
KIMBERLY J MORGAN 10 E 22ND ST - LOMBARD IL