

UNOFFICIAL COPY

0455024

UNION MORTGAGE COMPANY, INC.
P. O. BOX 515949
DALLAS, TEXAS 75251-5949

THIS INDENTURE made SEPTEMBER 1 19 90 between
BERNICE HOLMES JUDE, ALSO KNOWN AS
BERNICE MIMS, A WIDOW

90531925

3346 W IOWA STREET CHICAGO IL 60651
(INC AND SURETY) (CITY) (STATE)

DEPT-01 RECORDING \$13 00

hereto referred to as Mortgagors and
ALARD HOME IMP. CORP.

T#8888 TRAN 5487 10/31/90 13 21 00
#8449 H H * 90-531925

5366 N ELSTON CHICAGO IL 60630
(INC AND SURETY) (CITY) (STATE)

COOK COUNTY RECORDER

hereto referred to as Mortgagee (with co-ob)

Above Space For Recorder's Use Only

THAT WHEREAS the Mortgagors are party indebted to the Mortgagee upon the Deed of Trust Contract dated

19 90 for the sum of 22,652.80 DOLLARS
to pay the said sum in 110 installments of 190.49 each beginning Nov 30 1990
and a final installment of 190.49 payable on Oct 30 1995
and all of said installments 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 CO INC, 10666 N. ELSTON, ILL

NOW THEREFORE the Mortgagors do make 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 do by these presents CONVEY AND WARRANT unto the Mortgagee and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS to wit

90531925

LOT 17 IN BLOCK 3 IN WILSON AND GOULD'S SUBDIVISION OF THE WEST
1/2 OF LOT 5 IN THE SUPERIOR COURT PARTITION OF THE EAST 1/2 OF
SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN #16-02-424-014-0000

which, with the property hereinafter described is referred to hereinafter as the premises,
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging and all rents, issues and profits thereof for so long and during all such times as Mortgagee may be entitled thereto, which are pledged primarily, and of a party with said real estate and not secondarily, and all appurtenances thereto, to secure the performance of the obligations hereinafter set forth, and for the use and purpose of supplying gas, air conditioning, water, light, power, refrigeration, whether single or multiple, and other utilities, and for the use and purpose of installing and maintaining screens, window shades, storm doors, and window treatments, and for the use and purpose of installing and maintaining air conditioning units. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not. We appoint this equipment or articles hereafter placed in the premises by Mortgagee or their successors, assigns, or their authorized agents, as a part of the real estate.
TO HAVE AND TO HOLD the premises and the Mortgagee and the Mortgagee's successors and assigns, forever, for the use and purpose and upon the uses hereinafter 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 the person or persons who are the Mortgagors is BERNICE HOLMES JUDE, ALSO KNOWN AS BERNICE MIMS, A WIDOW
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 Mortgagee this 1st day of September 19 90.

Bernice Holmes Jude (Seal) AKA Bernice Mims (Seal)
BERNICE HOLMES JUDE BERNICE MIMS

PLEASE PRINT OR TYPE NAME IN BELOW SIGNAL TO US

13.00 (SEAL)

State of Illinois, County of COOK I, Bernice Holmes Jude, Notary Public for and for said County

do hereby certify that AKA Bernice Mims whose name is subscribed to the foregoing instrument, personally known to me to be the same person, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the Homestead Exemption Laws of the State of Illinois.

Given under my hand and seal this 1st day of September 19 90

Commission expires _____ Notary Public

OFFICIAL SEAL
BUDIMIR RADONIC
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES DEC. 16, 1992

90531925

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Page 2

ADDITIONAL CONVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORTGAGE AND INCORPORATED THEREIN BY REFERENCE.

1. Mortgagor 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 encumbrances, save 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 Mortgagee or to holder of the contract; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises which comply with all requirements of law or municipal ordinance for the use thereof; (5) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagor shall pay before any penalty attaches all general taxes and shall pay special taxes, special assessments, water charges, sewer charges and other charges against the premises when due, and shall upon written request furnish to Mortgagee or to holders of the contract duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the amount provided by statute, any tax or assessment which Mortgagee may desire to contest.

3. Mortgagor shall keep all buildings and improvements now and hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the contract, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies including additional and renewal policies to holder of the contract and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default through Mortgagee or the holder of the contract may hereafter be made, any payment or performance performed by or hereinafter required of Mortgagee, or of the holder of the contract, and any fee or charges paid or incurred by Mortgagee or the holder of the contract, in connection with the sale of the premises, if any, and any other charges, including attorneys' fees, and any other expenses, shall be paid by Mortgagee or the holder of the contract. In addition, Mortgagee or the holder of the contract may pay or incur any other expenses paid or incurred in connection therewith, including attorneys' fees, and any other expenses, and any such additional indebtedness secured hereby shall become immediately due and payable without notice. Inaction of Mortgagee or holders of the contract shall never 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 hereby secured making any payment or performance authorized relating to taxes and assessments, may deem according to any bill, statement or estimate procured from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any such assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned when due according to the terms hereof. At the option of the holder of the contract, and without notice to the Mortgagors, all unpaid indebtedness secured by the Mortgage shall, notwithstanding anything in the contract or in this Mortgage to the contrary, become due and payable immediately in the case of default in 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 acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof in any suit to foreclose the lien hereof, they shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses incurred by or on behalf of Mortgagee or holder of the contract for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographic charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree of procuring all such abstracts of title, searches and examinations, guarantee policies, loan certificates and similar data and assurances with respect to title as Mortgagee or holder of the contract may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to the decree the true condition of the title to the premises. All expenditures and expenses of the nature in this paragraph mentioned shall be some so much additional indebtedness secured hereby and immediately due and payable, when paid or incurred by Mortgagee or holder of the contract in connection with any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for foreclosure hereof after accrual of such right to foreclose whether or not actually commenced or (c) 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 first applied to the payment of the principal and interest on the mortgage, secondly, on account of all costs and expenses incident to the foreclosure proceedings, including all such taxes and assessments as provided in the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced in the contract, third, all other indebtedness, if any, remaining unpaid on the contract, fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.

9. Upon or at any time after the filing of a bill to foreclose this mortgage the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale without notice without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure 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 period. 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.

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 hereby 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 portion thereof, without the written consent of the holder of the contract secured hereby, holder shall have the right, at holder's option, to declare all unpaid indebtedness secured by this mortgage to be immediately due and payable, anything in said contract or this mortgage to the contrary notwithstanding.

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

Date _____ Mortgagee _____
(By _____)

DELIVERY INSTRUCTIONS OR
NAME: **UNION MORTGAGE COMPANY, INC.**
STREET: **P. O. BOX 515929**
CITY: **DALLAS, TEXAS 75251-5929**
PHONE: **214/680-3134**

3346 W IOWA
CHICAGO IL 60651
KIMBERLY J MORGAN 10 E 22ND ST LOMBARD IL
Name Address