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WITNESSETH, that Vernon E. Allen, Jr.

, of

Cook:

County, State of Illinois, hereinafter referred to as

Mortgagor, does mortgage and convey unto TRANSAMERICA FINANCIAL SERVICES, INC., hereinafter referred

to as Mortgagee, the following described Real Estate in the County of

Cook

. State of Illinois.

Unit No. 22-A in Tierra Grande Courts Condominium II as delineated on the survey of certain lots in Tierra Grande Courts, a subdivision of part of the Northeast 1/2 of Section 10, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

which survey is attached as Exhibit "C" to the declaration of Condominium recorded June 29, 1984 as Document No. 27153677 together with its undivided percentage interest in the Common Elements.

Tax ID No: 31-01-200-106-1105

DEPT-01 RECORDING

Common Address: 4168 W. 194th Court, Country Club Hills, IL

T\$5555 TRAN 0275 11/23/90 13:58:00

#0029 # E #-90-572502

. COOK COUNTY RECORDER

together with all buildings and improvement. Lereditaments, and appurtenances pertaining to the property above described, all of which is referred to hereinafter us the "premises".

TO HAVE AND TO HOLD the above-described premise; unto the said Mortgagee forever, for the purposes and uses herein set forth.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Mortgagor contained herein; (2) Payment of the principal sum with interest, as provided in accordance with the terms and provisions of a Promissory Note dated , herewith executed by Mortgagor and payable to the order of Promissory Note dated November 21, 1990 Mortgagee, in the principal sum of \$ 6,373.54 : (3) Payment of any acditional advances, with interest thereon, as may hereafter be loaned by Mortgagee to Mortgagor in a maximum sum of \$8,592.00 ; (4) The payment of any money that may be advanced by the Mortgagee to Mortgagor for any region or to third parties, with interest thereon, where the amounts are advanced to protect the security or in accordance with the covenants of this Mortgage; (5) Any renewal, refinancing or extension of said promissory note, or any other agreement to pay which may be substituted therefor.

All payments made by Mortgagor on the obligation secured by this Mortgage shall be applied in the following order; FIRST. To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Mortgagor

SECOND: To the payment of interest due on said loan.

THIRD: To the payment of principal, until said indebtedness is paid in full.

TO PROTECT THE SECURITY HEREOF, MORTGAGOR COVENANTS AND AGREES: (1) to keep said premises insured against loss by fire and other hazards, casualty and contingencies up to the full value of all improvements in such amounts, and in such companies as Mortgagee may from time to time approve, and that loss proceeds (less expense of collection) shall, at Mortgagee's option, be applied on said indebtedness. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor; (2) To pay all taxes and special assessments of any kind that have been or may be levied or assessed upon said premises, and to deliver to Mortgagee, upon request of the Mortgagee, the official receipt showing payment of all such taxes and assessments; (3) In the event of default by Mortgagor under Paragraphs 1 or 2 above, Mortgagee, at its option, may (a) place and keep such insurance above provided for in force throughout the life of this Mortgage and pay the reasonable premiums and charges therefor:

15-121 (Rev. 10-88)

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GES. INC. - Till mode - Till

Filed for Record in the Recorder's Offic	County	. A.D. 19	m and duly recorde
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- (8) Should Mortgagor sell, convey, transfer or dispose of, or further encumber said property, or any part thereof, without the written consent of Mortgagee being first had and obtained, then Mortgagee shall have the right, at its option, to declare all sums secured hereby forthwith due and payable.
- (9) All Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Mortgage shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Mortgage of the singular shall be construed as plural where appropriate.
- (10) Invalidity or unenforceability of any provisions herein shall not affect the validty and enforceability of any other provisions.
- (11) Should said property or any part thereof be taken by reason of condemnation proceeding, Mortgagee shall be entitled to all compensation, awards, other payments therefor and apply the same on said indebtedness.
- (12) If any of the undersigned is a married woman, she represents and warrants that this instrument has been executed in her behalf, and for her sole and separate use and benefit and that she has not executed the same as surety for another, but that she is the Borrower hereunder.
- (13) Each of us, whether Principal, Surety, Guarantor, Endorser, or other party hereto, hereby waives and renounces, each for himself end family, any and all homestead or exemption rights either of us have under or by virtue of the Constitution or Laws of any State, or of the United States, as against this debt or any renewal thereof; and any security agreement taker. to secure this note or any renewal thereof; and the undersigned, and each Surety, Endorser, Guarantor, or other party to this note, transfers, conveys and assigns to the Holder hereof, a sufficient amount of any homestead or exempt or that may be allowed to the undersigned, or either of them, including such homestead or exemption as may be set apart in bankruptcy, to the extent permitted by law.
- (14) This Mortgage shall be construed according to the laws of the State of Illinois.

November 21, 1990 WITNESS the hand and seal of the Mortgagor, the day and year first written. (SEAL) (SEAL) CIFICIAL STATE OF ILLINOIS SEAL MARK J. ZATOR NOTARY PUBLIC STATE OF ILLINOIS Cook COUNTY OF_ MY COMMISSION EXPIRES 9/25/94 Mark J. Zator I. or or or of the state of the said. Vermon E. Allen, Jr. Do hereby Certify That My personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person are and acknowledged that they signed, sealed and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth, including the release and waiver of all rights un exemption and valuation laws. hand and Notarial Seal this 21st day . A.D. 199Q. November

This document was prepared by Connie Donovan at Transamerica Financial Services, P. O. Box 219, 4747 Lincoln Mall Dr., Ste. 304, Matteson, IL 60443

90572502

DATE OF MORTGAGE

UNOFFICIAL COPY

ily perform all the covenants and agreements herein, then this conveyance shall be null and void, agor shall pay said Fromissory Note at the time and in the manner aloresaid and shall abide by, comply with, the manner aloresaid and shall abide by, comply with, quire prompt payment when due of all other sums so secured or to declare default for failure so to pay. If by accepting payment of any sum accrued hereby after its due date, Mortgages does not waive its right either and an account and a following the fight either and a following the fight either and a following the following the fight either and a following the following the following the fight either and a following the fight either and a following the following the fight either and a following th

sites of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Westerin an unit coveriance and agreements increm, wien more many minute winty (up) usus a mental the state of satisfaction of this mortgage, and Mortgagor heeply waives the activities of continue and increased and administration of the continue and increased and administration of continue and increased and administration of continue and increased and administration of continue and continue a perform all the covenants and agreements herein, then Mortgage will within thirty (30) the summan variation of the covenant sample of the covenant for the cove bus dily vidmoo, vd sbids lists and shall shall

Volher right the Holder is herein granted, or any other right that the Holder has or may have, to the extent asson to the figure of the transfer of the transfer of the fight of the transfer of the transf Each of the undersigned hereby waives the right to claim any damage for trespass, injury tort conscioned by the provider of the vinhts diseased by the provider of the vinhts diseased by the provider of the second by the

opinon may ure exercised when when whe clause a waiver of any default then experience or an annument of any default than experience or an analysis of an analysis of an annument of an analysis of an analys option may be exercised when the right accrues or at any time thereafter, and no acceptance by Morrasgee of a summent of indahtadnose in default shot densities a mainer of any default than a prime of the any default than a prime of the any default and any continuing of the any default and any any and a prime of the any default and a prime of the an (4) Whenever, by the terms of this instrument or of said Promissory Note, Mortsele is given any option, such another winds and promissory note, more the violation and the said promise of the said promise of

record, the repayment of said indebtedness shall be secured by such liens of the portions of said premises affected the portions of said premises affected by such liens of the portions of said premises affected the portions of said premises affected the second of the portions of said premises affected the second of the portion of the discharged from the proceeds of the loan hereby secured, and even including incident our canadiment of said indahtadnose shall he secured his said prior liens have been released of thereby to the extent of such payments, respectively.

(5) Mortgagee shall be subrogated to the lien of any and all thousand from the proposal liens or charges paid and the house described many and another house described another house described and another house described another house described and another house described and another house described and another house described and another house described another house described and another house described another house described another house described another house described and another house described and another house described another house described another house described another house described and another house descr

indebtedness secured and to the expense of foreclosure, including Mortgagee's reasonable attorney's fees and legal 101 III STEEL SAIG VIETINGS AND STORM AS A STANDARD STORM AND STOR (S) In the event said premises are sold at a loteclosure sale, Mortgagor shall be liable for any deliciency and the manisment of the sold sale and analyses of the other of the sold sale and also him a

amount of the indebtedness and integer, including reasonable attorney's fees, any amounts advanced pursuant to this mortgage, costs of suit, and costs of sale, if permitted by law. and such complaint may be producted to judgment and execution and sale for the collection of the whole amount of the indehtedness and individual individual individual to individual to individual to the mount that indehtedness and individual individual to the collection of the whole feas and one of the whole the manual transmitted and the manual transmitted in the collection of the whole mone in incorating and camon the Mortgage by the forest the Mortgage by the Mortgage of the Mo application of the Mortings, of any other person who may be entitled to the monies due thereon. In such and the Mortings chair immediately to this monitor this monitor that any the entitled to the monitor in such and the monitor that any manual that any the intermediate the there are the monitor that any the monitor of the monitor that any manual that any the intermediate the there are the monitor of the there are the monitor of the moni In the premises, then all sums owns by the Mortgagor to the Mortgagee under this Mortgage or under the premises, then all sums owns by the Mortgage under this Mortgage or under the premise and the more of the order of the more of the Mortgagot, or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the nyearings. The hyperstance in the hypers default in performance of any agreement hereunder, or upon sale or other disposition or the premises by Mortranor or the premiser of the premiser of the premisers of the premis on any other advance or obligation which may be secured hereby as the same may hereafter become due, or upon the man in markormanna of any amount in markormanna of any other adventages of the same of the same of the other of t TO 910N VTOssimorg biss no sinsmissent year of list last rossessor and war doising monitoring an advantage of the months and sentenced and sen

to the first of the does here of the does here to the does here to the first of the first of the first of the does are the first of the released from the lien hereof, without releasing or affecting the personal liability of any person or the priority of the priority of the priority of or the priority of the p thereof, may be extended of tenewed, and any portions of the premises herein described may, without notice, be released from the lien hereof without motive, he necessary from the lien hereof without motive, he necessary is all and sometime of an individual may an alternative of any necessary of the necessary of against the lawful claims of any and all persons whatsoever, Note and this Mortgage; (6) That the time of payment of the indebtedness hereby secured to any portion the man he automated or venezion and only portion of the man heavising decided the more period of the man heavising decided the province of the payment and man heavistand and man manifest the province of the payment and man matter and man manifest the payment and man matter and man manifest the payment and man manifest the payment and manife indebtedness secured hereby, and perform all other obligations in full compliance with the terms of said Promissory

Note and this Morrange. (8) That the time of nament of the indebtedness heaving or of any norting due, all claims for labor performed and materials furnished therefor; (5) That he will pay, promptly the instances control harden and norders all other chications in full neuralisations of conditions of promptly the promise of conditions of promise of the promi a 800d and workmanike manner any buildings which may be damaged or destroyed thereon, and to pay, when the purpose of inspecting the premises; not to temove or demolish any building thereon, to anonament of the properties of the premises of the modern or the properties of the contrary to restrictions of record or contrary to law, and to permit Mortgagee to enter at all reasonable times she removes of increasing the negative and the removes of increasing the removes of the resonance hereafter erected in 800d condition and repair, not to commit or suffer any waste or any use of said premises and payable by Mortgagor to Mortgagee; (4) To keep the buildings and other improvements now existing or horantees executed in done condition and words and other improvements of and elements of and elements. disbutsements shall be deemed a part of the indebtedness secured by this Mottgage and to the committee of the shall be displayed by the management of the indeptedness secured by the management of the committee of the management of the management of the committee of the committe (b) pay all said taxes and assessments without determining the validity thereof; and (c) pay such liens and all such the lient and liens and liens