

UNOFFICIAL COPY

UNION MORTGAGE COMPANY, INC.  
P. O. BOX 515919  
DALLAS, TEXAS 75281-5919

0461549

90611165

THIS INDENTURE made OCTOBER 15TH 1990 between  
DONATO MORALES (BACHELOR)

2148 W. HURON CHICAGO IL.  
(NO AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors," and

FIRST FAMILY BUILDERS

5875 N. LINCOLN CHICAGO IL.  
(NO AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee" witnesseth

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the Retail Installment Contract dated  
OCTOBER 15TH, 1990 in the sum of FOURTY THREE THOUSAND ONE HUNDRED  
FIFTY ONE AND 40/100 DOLLARS

(\$ 43,151.40) payable to the order of and delivered to the Mortgagee, in and by which contract the Mortgagors promise  
to pay the said sum in (79) installments of \$ 239.73 each beginning Jan 14, 1991  
1990 and a final installment of \$ 239.73 payable on Dec 14, 2005  
1990 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, then at the office of the holder at UNION MORTGAGE COMPANY, INC.  
LOMBARD, ILLINOIS

NOW, THEREFORE, the Mortgagors to 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, 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:

LOT 80 IN BLOCK 6 IN CARMEL TRUSTEES SUBDIVISION OF SECTION 7,  
TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN  
IN COOK COUNTY, ILLINOIS.

PIN #17-07-106-026

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which, with the property hereinafter described, is referred to herein 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 Mortgagors may be entitled thereto (which are pledged primarily and in a parity with said real estate  
and not secondarily) and all apparatus, equipment or articles now or hereafter thereon or therefrom used to supply heat, gas, air conditioning, water,  
light, power, refrigeration (whether single units or centrally controlled) and ventilation, including without restricting the foregoing, screens, wind, a  
shades, storm doors and windows, floor coverings, in-door beds, awnings, stoves, or water heaters. All of the foregoing, to and in a parity with said  
real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment, fixtures, or other matter placed in the  
premises by Mortgagors or their successors or assigns shall be considered as a continuing 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 in all 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 DONATO MORALES (Bachelor)  
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 Mortgagors the day and year first above written  
Donato Morales  
DONATO MORALES

PLEASE  
PRINT OR  
TYPE NAME(S)  
BELOW  
SIGNATURE(S)

State of Illinois, County of COOK

in the State aforesaid DO HEREBY CERTIFY that

DONATO MORALES, A BACHELOR

DONATO MORALES

" OFFICIAL SEAL  
SCOTT PROJANSKY  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 3/16/92

Given under my hand and official seal this 15TH

OCTOBER  
Scott Projansky  
Scott Projansky

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ADDITIONAL CONVENANTS, 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; (3) pay when due any indebtedness which may be secured by the premises superior to the lien hereof and upon request exhibit satisfactory evidence of the discharge of such indebtedness; (4) complete within a reasonable time any building or buildings now or at any time in process of construction; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no improvements on 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, utility charges, sewer service charges, and other charges against the premises which are and shall upon written request, furnish to Mortgagee or to holders of the contract duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full on or before the date provided by statute any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or 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 an amount sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby. All insurance companies shall be named in the policy. In the contract under insurable policies payable. In case of loss or damage to Mortgagors such rights to be identified by the standard mortgage clause to be attached to each policy, and shall deliver all policies including additional and renewal policies to holders 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 therein Mortgagor or the holder of the contract may hereunder cause any payment or perform any act heretofore required of Mortgagors in any lien and may not be deemed expedient, and may take any action which may be necessary to protect the principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax or assessment, or to pay or redeem from any tax sale or forfeiture, affecting said premises or contest any tax or assessment. All expenses incurred for these purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, shall be paid by Mortgagors. Mortgagor or the holders of the contract to protect the mortgaged premises and the lien hereof, shall be authorized to hold and hold in trust any real estate secured hereby and shall become immediately due and payable without notice to Mortgagors the principal and interest on the contract and any other amount to 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 authorized to execute and file with the proper authorities all bills, statements or other documents relating to taxes and assessments, may do so according to any bill, statement or other document prepared from the appropriate authority. The Mortgagee or the holder of the contract shall not be liable for the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax or other action thereon.

6. Mortgagors shall pay each item of indebtedness herein secured hereunder as it becomes due according to the terms thereof. At the option of the holder of the contract, and without notice to the Mortgagors, the unpaid principal and interest on the contract, and any other amount due on the contract or in this Mortgage to the contrary become due and payable on the first day of the month of the year of the maturity of any installment on the contract or (b) when default shall occur and continue for ten days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by reason of the maturity thereof or otherwise, Mortgagor 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 or incurred by or on behalf of Mortgagee or holder of the contract for attorneys' fees, appraiser's fees, outlays for documentary and other evidence, stenographic or other services, and other expenses which may be estimated as to items to be expended after entry of the decree of procuring all such abstracts of title, fire and other policies, fire and other insurances, fire and other insurances, and similar data and assurances with respect to title as Mortgagors shall deem necessary for the purpose of prosecuting such suit or to evidence to bidders at any sale which may be had pursuant to such decree of foreclosure, and the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall be deemed a part of the 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 or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the purpose of exercising or asserting such right to foreclose whether or not actually commenced or in preparation 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 and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all the items herein mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness and interest thereon that are due and payable under the contract; third, all other indebtedness, if any, remaining unpaid by the contract; fourth, any overplus 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 of foreclosure by Mortgagee or holder of the contract, the court which said bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale of the premises and shall be subject to the consent of Mortgagee or holder of the contract at the time of application for such receiver and with respect to the then value of the premises, and after the receiver shall be then required as a homestead or not and the Mortgagors hereunder may be appointed receiver of the premises. Such receiver shall have power to collect 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 term of the said period of redemption, whether there be redemption or not, as well as during any further time when Mortgagors, except by the intervention of a 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 term 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 the indebtedness secured hereby, or by any decree for or against the Mortgagee 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 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 use the premises at reasonable times and access there to 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 to by deed or other instrument to declare all unpaid indebtedness secured by this mortgage to be immediately due and payable, anything in said instrument or this mortgage to the contrary notwithstanding.

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

Date \_\_\_\_\_ Mortgagee \_\_\_\_\_

D E L I V E R Y	NAME	UNION MORTGAGE COMPANY, INC.	2148 W. HURON CHGO, IL. 60612
	STREET	P. O. BOX 51829	SCOTT PROJANSKY
	CITY	DALLAS, TEXAS 75251-5329	5875 N. LINCOLN CHGO, IL. 60659
	INSURE BY	OR	

5811905