

# UNOFFICIAL COPY

MORTGAGE (ILLINOIS)

00103769

THIS INDENTURE made September 9, 1931, between  
 Theodore Ford

5936 S. Rockwell Chicago, IL 60621  
 (NO AND STREET) (CITY) (STATE)  
 herein referred to as "Mortgagor" and  
 Second City Construction Co., Inc.  
 3006 W. Diversey Ave. Chicago, IL 60614  
 (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 1, 1931, in the Amount Financed of

One Thousand

DOLLARS

\$1,000.00 payable to the order of and delivered to the Mortgagee, in and by which contract the Mortgagors promise to pay the Said Amount Financed together with a Finance Charge on the principal balance of the Amount Financed from time to time unpaid to

23 installments of \$43.33 each beginning October 1, 1931, together with interest after maturity at the Annual Percentage Rate stated in the contract, 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

3006 W. Diversey Ave. Chicago, IL 60614

COUNTY OF

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, ONCE 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, situated, lying and being in the

21st of October, 1931

AND STATE OF ILLINOIS, to wit:

LOT 33 IN BLOCK 1 IN CORE AND MCKINNON, 53RD STREET AND CALIFORNIA AVENUE  
 SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP  
 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE  
 PLAT THEREOF RECORDED NOVEMBER 2, 1912 AS DOCUMENT 3074334, IN COOK COUNTY,  
 ILLINOIS.

00103769

PT10 19-13-403-032 VOL. 389

COMMONLY KNOWN AS: 5936 SOUTH ROCKWELL STREET, CHICAGO, IL 60621

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

TO ALL OTHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits therefrom so long and during all such times as Mortgagors may be entitled thereto which are pledged primarily and exclusively with said real estate and not severally and all apparatus, equipment or articles now or hereafter thereafter or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration, whether single units or centrally controlled, and ventilation, including without restating fire, heating, cooling, systems, window shades, storm doors, end windows, floor coverings, major beds, awnings, stoves and water heaters. All of the foregoing shall be deemed to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by 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 Law of the State of Illinois, which rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is: *Theodore Ford*

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:

*Theodore Ford* (Seal) *Theodore Ford* (Seal)

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

(Seal)

00103769 (Seal)

State of Illinois County of

in the State aforesaid, DO HEREBY CERTIFY that

I, the undersigned, a Notary Public in and for said County

*Theodore Ford*

NOTARIAL  
NUMBER  
MY  
NOTARY  
LICENSE  
NUMBER  
100-12345678  
ADDRESS  
SEAL  
HERB  
HIS  
I, the undersigned, a Notary Public in and for said County, do personally know to me to be the same person \_\_\_\_\_ whose name is \_\_\_\_\_, subscribed to the foregoing instrument  
 appeared before me this day in person and acknowledged that \_\_\_\_\_ he signed, sealed and delivered the said instrument as  
 a true 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 9th  
 day of September, 1931  
 Commission expires 1-13

1931 *Deak Plesha*

1931

Notary Public

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**ADDITIONAL CONVENTIONS, CONDITIONS AND PROVISIONS REFERRED TO IN 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, and free from mechanic's or other liens or claims for hire 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; (5) 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 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 Mortgagee or to holders of the contract 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 Mortgagee may desire to contest.

3. Mortgagors 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 money 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 date of expiration.

4. In case of default therein, Mortgagee or the holder of the contract may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest or prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim the rest or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of these purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee or the holders of the contract to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby, and 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. If the Mortgagee or the holder of the contract hereby secured making any payment hereby authorized relating to taxes and assessments may do so according to any bill statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, 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 any provision 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 in the event when default shall occur and continue for three days to 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, Mortgagors shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and deducted as additional indebtedness in the decree or judgment all expenses incurred and expenses which may be paid or incurred by or on behalf of Mortgagee or holder of the contract in the course of such action, including attorney and expert evidence, removal and storage, disassembly, loading, unloading, carting, removal, storage, insurance, delivery and re-delivery of the decree of possession, all costs of removal and storage of any fixtures, furniture, equipment, chattels, personalty, or other property of the Mortgagors, and all expenses of removal and delivery of the same to the place of removal. All expenses and expenses of removal referred to above are additional and extra charges secured hereby, and included in the amount of the indebtedness secured hereby, and payable when such are incurred by Mortgagee or holder of the contract in connection with any action of foreclosure, sale, forfeiture, and the like, or in the process of removal, whether or not the same shall be a party, either separately or jointly or de facto, to the action. Mortgagee or the holder of the contract may sue for the amount of any additional indebtedness secured hereby, and for the amount of any deficiency, or whatever sum may be necessary to cover all expenses for the defense of any action brought against the premises or the security hereof, and for the amount of any deficiency remaining.

8. The right of the holder of the contract to foreclose sale of the premises or any interest therein, or to collect any amount due or to be due, or to collect any amount due or to be due in respect to the foreclosed property, including all amounts so determined by the court, shall not be affected by any provision in the contract purporting to limit the amount of any overplus to Mortgagee or the holder of the contract, or by any provision purporting to limit the amount of any deficiency.

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 one or more trustees. Such appointment may be made either before or after sale, without notice, without or with notice, without or with notice, and without regard to the value of the premises, whether the same shall be foreclosed or resold, or held in trust, and the trustee or trustees appointed under such foreclosure suit and in the sale and distribution of the same, shall have power to collect rents, charges, and premiums during the period of such foreclosure suit and in the sale and distribution of the same, to collect any deficiency, or to deduct or to retain the same, as well as during any further time when Mortgagee or holder of the same, or any other person, shall be entitled to the same, rents, charges, and premiums, and all other powers which may be necessary for the protection of his or her interest in the possession, control, management and operation of the premises during the existence of such period. The court from time to time may make and cause to be made to apply the entire amount in hands, in payment in whole or in part, to the indebtedness secured hereby, or by any deficiency resulting from the Mortgage, or any taxes, special assessments, or other charges which may be hereinafter imposed on the lien hereof or of such decree, provided such application is made prior to foreclosure sale, or the deficiency in case of a sale and deficiency.

10. No provision for enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interpreting 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 reasonable times and to enter thereon, if so 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, so sold thereby, holder shall have the right of holder's option to require all unpaid 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** Mortgagor hereby sells, assigns and transfers the within mortgage to:

Date: 2/26/2010 Mortgagor:

By: \_\_\_\_\_

D E L I V E R Y WITNESSES:	Second City Construction Co., Inc. 3226 W. Beverly Ave. Chicago, IL 606 32
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OR

RECORDED IN INDEX NUMBER  
INCLINED LINE NUMBER AND DATE  
DESCRIBED PROPERTY IS LOCATED

2nd sec 1st W. Beverly Rd.

Name:

Address: