

REAL PROPERTY MORTGAGE  
**UNOFFICIAL COPY**

**MORTGAGEE:**  
Ford Consumer Finance Co., Inc.  
11311 Cornell Park Drive  
Suite 400  
Cincinnati, Ohio 45242

**Mortgagor(s):**  
James A. D'Apice and  
Patricia J. D'Apice, His Wife as  
Joint Tenants  
178 Emelia Street  
Chicago Heights, Illinois 60411

**DATE OF LOAN**  
3-12-90

**ACCOUNT NUMBER**  
24236-2

90111359

**OPEN END MORTGAGE: MAXIMUM INDEBTEDNESS EXCLUSIVE OF INTEREST NOT TO EXCEED \$ 30,483.37**

**KNOW ALL MEN BY THESE PRESENTS:** That the above named Mortgagor(s), in consideration of the principal amount of loan stated below to them in hand paid by the above named Mortgagee do hereby grant, bargain, sell and convey with "mortgage covenants" to the said Mortgagee and its assigns forever, the following described real estate situated in the County of Cook and State of Illinois, to wit:

Lot 122 in Olympia Terrace Unit 3, a Subdivision of part of the West 1/2 of the Northeast 1/4 and part of the East 1/2 of the Northwest 1/4 of Section 17, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As: 178 Emelia Street, Chicago Heights, Illinois 60411

Permanent Tax Number: 32-17-127-002 (Bloom Township)

90111359

90111359  
COOK COUNTY CLERK'S OFFICE

and all the estate, right, title and interest of the said Mortgagor(s) in and to said premises; To have and to hold the same, with all the privileges and appurtenances thereunto belonging to said Mortgagee and its assigns forever. And the said Mortgagor(s) do hereby covenant and warrant that the title so conveyed is clear, free and unencumbered and that they will defend the same against all lawful claims of all persons whomsoever

This conveyance is made to secure the payment of \$ 30,483.37, plus interest as provided in a Promissory Note of even date herewith, and to further secure the payment of any further or additional advances made by the Mortgagee at any time before the entire indebtedness secured hereby shall be paid in full, either as a future loan by said Mortgagee, or a renewal of the unpaid balance of the loan stated above, or a renewal thereof or both

The maximum amount of unpaid loan indebtedness, exclusive of interest thereon, which may be outstanding at any time is **Thirty Thousand Four Hundred Eighty Eight and 37/100** Dollars in addition to any other debt or obligation secured hereby, this mortgage shall secure unpaid balances of advances made for the payment of taxes, assessments, insurance premiums, or other costs incurred for the protection of the mortgaged premises

Mortgagor(s) shall maintain all buildings and improvements now or hereafter forming part of the property hereinabove described in constant repair and in fit condition for their proper use and occupancy and shall comply with all restrictions of record and all statutes, orders, requirements, or decrees relating to the property by any governmental authority

Mortgagor(s) shall not, without the prior written consent of the Mortgagee, prior to any agreement or accept the benefit of any arrangement whereby the holder of the Prior Mortgage makes future advances or waives, postpones, extends, reduces or modifies the payment of any installment of principal or interest or any other item or amount now required to be paid under the terms of any other Prior Mortgage or modifies any provision thereof

Mortgagor(s) shall promptly notify the Mortgagee in writing upon the receipt by the Mortgagor(s) of any notice from the Mortgagee under any other Prior Mortgage claiming any default in the performance or observance of any of the terms, covenants or conditions on the part of the Mortgagor(s) to be performed or observed under any other Prior Mortgage

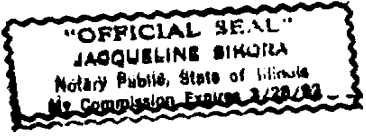
Mortgagor(s) shall execute and deliver, on request of the Mortgagee, such instruments as the Mortgagee may deem useful or required to permit the Mortgagee to cure any default under any other Prior Mortgage, or permit the Mortgagee to take such other action as the Mortgagee considers desirable to cure or remedy the matter in default and preserve the interest of the Mortgagee in the mortgaged property

The whole of the said principal sum and the interest shall become due at the option of the Mortgagee (1) if the Mortgagor(s) fails to pay any installment of principal or interest on any other Prior Mortgage within five days after the same is due, or if the Mortgagor(s) fails to keep, observe, or perform any of the other covenants, conditions, or agreements contained in any other Prior Mortgage, or (2) if the Mortgagor(s) fails to repay to the Mortgagee on demand any amount which the Mortgagee may have paid on any other Prior Mortgage with interest thereon; or (3) should any suit be commenced to foreclose any mortgage or lien on the mortgaged property; or (4) if the Mortgagor(s) transfer any interest in the mortgaged property without the written consent of the Mortgagee.

The generality of the provisions of this section relating to the Prior Mortgage shall not be limited by other provisions of this Mortgage setting forth particular obligations of the Mortgagor(s) which are also required of the Mortgagor(s) under any other Prior Mortgage

**IN WITNESS WHEREOF,** the said Mortgagor(s), who hereby release and waive their right and expectancy of homestead exemption in said premises, have hereunto set their hands this date.

Box 14



X James A. D'Apice 3-12-90 (Date) (Seal)  
Mortgagor James A. D'Apice  
X \_\_\_\_\_ (Date)  
Spouse \_\_\_\_\_ (Date)  
X \_\_\_\_\_ (Date) (Seal)  
Mortgagor Patricia J. D'Apice 3/12/90  
X Patricia J. D'Apice 3/12/90 (Date)  
Spouse Patricia J. D'Apice  
X \_\_\_\_\_ (Date) (Seal)  
Mortgagor \_\_\_\_\_ (Date)  
X \_\_\_\_\_ (Date)  
Spouse \_\_\_\_\_ (Date)

STATE OF ILLINOIS }  
COUNTY OF Cook } SS  
Be It Remembered, That on the 12th day of March 19 90 before me, the subscriber, a Notary Public in and for said county, personally came James A. D'Apice and Patricia J. D'Apice the Mortgagor(s) in the foregoing mortgage, and acknowledged the signing thereof to be their voluntary act.

This instrument was prepared by:  
Ford Consumer Finance Co., Inc.  
11311 Cornell Park Drive, Suite 400  
Cincinnati, Ohio 45242  
TP

In Testimony Whereof, I have hereunto subscribed my name, and affixed my notarial seal, on the day and year last aforesaid.  
Jacqueline Bikora  
NOTARY

1300

UNOFFICIAL COPY

Property of Cook County Clerk's Office

MORTGAGE

TO

Rec'd for Record \_\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M.  
and recorded \_\_\_\_\_  
\_\_\_\_\_

Recorder \_\_\_\_\_  
of \_\_\_\_\_ County, Illinois

RELEASE

THE CONDITIONS of the within mortgage having been  
complied with, the undersigned hereby cancels and releases  
the same this \_\_\_\_\_  
day of \_\_\_\_\_ 19 \_\_\_\_\_

By \_\_\_\_\_  
PRESIDENT

Attest: \_\_\_\_\_  
SECRETARY

SECRET

MAR 08 1990

**ABI - Duplicate  
For Recording**

**90104353**

DATE: March 5, 1990

FOR VALUE RECEIVED, THE ASSIGNOR (S) HEREBY SELL, ASSIGN, TRANSFER, AND SET  
OVER UNTO ASSIGNEE (S), ALL OF THE ASSIGNOR'S RIGHTS, POWERS, PRIVILEGES, AND  
BENEFICIAL INTEREST IN AND TO THAT CERTAIN TRUST AGREEMENT MADE ON THE 26th  
DAY OF May 1987, AND KNOWN AS Book of Chicago / Garfield Ridge 1/1/74  
Garfield Ridge Loan and Savings Bank, Trustee Under Trust No. 87-509...  
INCLUDING ALL INTEREST IN THE PROPERTY HELD SUBJECT TO SAID TRUST AGREEMENT.

THE REAL PROPERTY CONSTITUTING THE CORPUS OF THE LAND TRUST IS LOCATED IN THE  
MUNICIPALITY (I.E.) OF Chicago IN THE  
COUNTY (IES) OF Cook ILLINOIS.

**-60-104353**

EXEMPT UNDER THE PROVISIONS OF PARAGRAPH 6, SECTION 1-1-250  
TRUST RECORDATION AND TRANSFER TAX ACT.

NOT EXEMPT. AFFIX TRANSFER STAMPS BELOW.

THIS INSTRUMENT WAS PREPARED BY [Name]  
ADDRESS 3333 W. 26th Street  
CITY Chicago, Illinois 60621  
PHONE # (312) 521-4400

**FILING INSTRUCTIONS:**

- (1) THIS DOCUMENT MUST BE RECORDED WITH THE RECORDER OF THE COUNTY IN WHICH THE REAL ESTATE HELD BY THIS TRUST IS LOCATED.
- (2) THE RECORDED ORIGINAL OR A STAMPED COPY MUST BE DELIVERED TO THE TRUSTEE WITH THE ORIGINAL ASSIGNMENT TO BE LODGED.