

UNOFFICIAL COPY

MORTGAGE (ILLINOIS)

30168180

THIS INDENTURE made OCT. 19 89 betweenSUSIE EDWARDS5400 So. WINCHESTERCHICAGO ILL.

(NO AND STREET)

(CITY)

(STATE)

herein referred to as "Mortgagors" and

FRED R. JOHNSON7227 W. OLEANDER St. Chicago

(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

OCT 19 19 89 in the Amount Financed of \$16,200 or Sixteen Thousand Two Hundred Dollars 00/-

DOLLARS

payable to the order of and delivered to the Mortgagee, in and by which contract the Mortgagors promise to pay the said Amount of sum set together with a Finance Charge on the principal balance of the Amount Financed from time to time unpaid in

76 installments of \$154.55 each beginning JANUARY 2219 90 and a final installment of 154.55 DEC 22 96 together with interest after maturity at the Annual Percentage Rate stated in the same, and all of said indebtedness is made payable at such place as the holders of the contract may, from time to time

by writing appoint, and in the absence of such appointment, then at the office of the holder at

FRED R. JOHNSONNOW, THEREFORE, the Mortgagors do 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 to Mortgagees successors and assigns the following described Real Estate and all other estate, right, title and interest therein, subject, being and being, in the 11101 Clark COUNTYCOOK

AND STATE OF ILLINOIS to wit

Lot 1, in Block 3, in Pollack's Garfield Blvd Addition, A Subdivision of Block 46 and 47 in Stone and Whitney's Subdivision in Section 6 and 7, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Ill.

Conveying Real Estate 5400 So. Winchester Chicago Ill.

P.I.N # 20-07-424-017

where with the property hereinabove described is referred to hereinafter as the "premises".

TOGETHER with all all personalty, tenements, easements, fixtures, and appurtenances thereto belonging, in all rents, issues and profits therefrom so long and during, or such time as the Mortgagors may be entitled thereto which are pledged primarily and/or jointly with said real estate and fixtures, and all property or equipment, furniture, fixtures or otherwise used to supply heat, gas, air conditioning, water, light, power, refrigeration, telephone, garage, swimming pool, driveway, insulation, including without restricting thereto, screens, window shades, storm windows, awnings, whirlpool, hot tubs, awnings, sunroom, deck, awnings, stairs, and water heaters. All of the foregoing are declared to be a part of said real estate. All of the above items are and shall be known as "Appurtenances". It is agreed that all similar appurtenant equipment or articles, hereafter placed in the property by the Mortgagors, or their successors or assigns, shall be considered as constituting part of the real estate.

TO PAY AND DELIVER, in consideration of the Mortgagee, and the Mortgagee's successors and assigns forever, for the purposes and upon the conditions hereinafter set forth, the right and the privilege under law by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights are set forth in Article 10, Chapter 110, Title 1, of the Illinois Statutes, expressly, clearly and waive:

The following Covenants:

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 receipt and seal of Mortgagors the day and year first above written:

(Seal)

Susie Edwards Seal

PLEASE
PRINT OR
TYPE NAME
BELLOW
SIGNATURES

(Seal)

1325 SealState of Illinois County of COOK

in the State aforesaid DO HEREBY CERTIFY that

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

SUSIE EDWARDS

IMPRINT personally known to me to be the same person whose name is she subscribed to the foregoing instrument,
 SEAL appeared before me this day in person and acknowledged that she signed sealed and delivered the said instrument as
 FINGER her free 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

Commission expires

JAN 3119 90 day ofOCT. 89

Notary Public

UNOFFICIAL COPY

ADDITIONAL CONVENTIONS, 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, without waste, and free from mechanic's or 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; (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 Mortgagors 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 moneys 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 herein, 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 on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, 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. Action 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 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, fine, 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 instalment on the contract, or the like 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, claim 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 attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs which may be estimated as to items to be expended after entry of the decree of proceeding, all such abstracts of title, title searches and examinations, guarantee policies, forfeits, certificates and similar data and assurances with respect to title as Mortgagee or holder of the contract may deem necessary or necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such suit to the true condition of the title to the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become 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 or 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 the preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced or for preparations for the defense of such suit, and the same shall be included in the price of the security herein 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, an account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the contract; third, all other indebtedness, if any, remaining unpaid on the contract; fourth, any surplus to Mortgagors, their heirs, legatees 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 such bill is filed, without regard to the deficiency 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 then be 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 legal 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 his Mortgage of 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 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.

ASSIGNMENT

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

Date 12/20/1981

Mortgagor

By

D E L I V E R Y	NAME FRED R. JOHNSON 7227 NO OLEANDER ST Chicago IL OR 60648	RECORDED INDEX PURPOSES INSURE STREET ADDRESS OF AB 726 DESCRIBE PROPERTY HERE 5400 SO WINCHESTER ST Chicago IL Address Name
		THIS INSTRUMENT WAS PREPARED BY REEDSON 5375 10 LINCOLN DR APARTMENT 1000 CHICAGO IL