

UNOFFICIAL COPY

90172742

REAL ESTATE MORTGAGE

WITNESSETH, that Carmelo Zanfei and Charlene L. Zanfei, His wife of

Chicago Heights, 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,

to wit:

Lot 12 and the North half($\frac{1}{2}$) of Lot 13 in Block 30 in Chicago Heights, a subdivision of the Northwest quarter ($\frac{1}{4}$) of Section 21, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

(As described in Deed Document 86151897 of Cook County Records)

Tax ID No: 32-21-109-009

Common Address: 1223 Emerald, Chicago Heights, Illinois

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

TO HAVE AND TO HOLD the above-described premises 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 April 13, 1990, herewith executed by Mortgagor and payable to the order of Mortgagee, in the principal sum of \$ 19,782.42; (3) Payment of any additional advances, with interest thereon, as may hereafter be loaned by Mortgagee to Mortgagor in a maximum sum of \$ 52,920.00; (4) The payment of any money that may be advanced by the Mortgagee to Mortgagor for any reason 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;

90172742

UNOFFICIAL COPY

- (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 validity 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 and 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 taken 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 exemption 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.

DATE OF MORTGAGE
April 13, 1990

WITNESS the hand and seal of the Mortgagor, the day and year first written.

Carmelo Zanfei (SEAL) Charlene L. Zanfei (SEAL)
(Carmelo Zanfei) (Charlene L. Zanfei)
_____(SEAL) _____(SEAL)

STATE OF ILLINOIS

COUNTY OF Kankakee

I, John F. DesMarteau

, a notary public, in and for the county and State aforesaid,

Do hereby Certify That Carmelo Zanfei

Charlene L. Zanfei

, his wife, personally known to me to be the same person

whose names are subscribed to the foregoing instrument, appeared before me this day in person

and acknowledged that they signed, sealed and delivered the said instrument as their

free and voluntary act for the uses and purposes therein set forth, including the release and waiver of

all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal this 13th day April, A.D. 1990.

My Commission Expires May 15, 1991

John F. DesMarteau
NOTARY PUBLIC

UNOFFICIAL COPY

Property of Cook County Clerk's Office

DEPT-01 RECORDING 115.25
T#3333 TRAN 4555 04/17/90 13:14:00
#8866 *90-172742
COOK COUNTY RECORDER

90172742

MORTGAGE

From: _____
To: TRANSAMERICA FINANCIAL SERVICES, INC.
County of _____ Illinois

DOC. NO. _____
Filed for Record in the Recorder's Office _____
of _____ County, _____
Illness. on the day of _____ A.D. 19 _____
at _____ o'clock _____ and duly recorded _____
in Book _____ Page _____
Clerk _____

15 Mail

90-172742