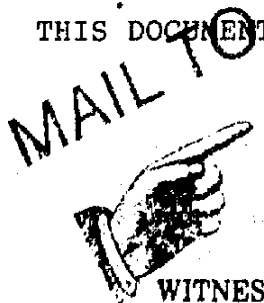


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REAL ESTATE MORTGAGE

90181384

WITNESSETH, that Kent Jorna and Myrna Jorna, his wife, of 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 4 in Sunset Estates being a Subdivision of part of the North West 1/4 of Section 29, Township 35 North, Range 15 East of the Third Principal Meridian, according to the Plat thereof recorded March 20, 1958 as Document 17159946 in Cook County, Illinois. (As described in Deed Document 23644176 of Cook County Records)

33 29 102 002

3340 Sauk Trail
Chicago Heights, Illinois

together with all buildings and improvements, hereditaments, 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 18, 1990, herewith executed by Mortgagor and payable to the order of Mortgagee, in the principal sum of \$41,701.82; (3) Payment of any additional advances, with interest thereon, as may hereafter be loaned by Mortgagee to Mortgagor in a maximum sum of \$107,640.00; (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;

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COOK COUNTY RECORDER

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(7) By accepting payment of any sum accrued hereby after its due date, Mortgagee does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay. If Mortgagee shall pay said Promissory Note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void.

(6) If Mortgagee shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then Mortgagee will, within thirty (30) days after written demand therefor by Mortgagee, execute a release or satisfaction of this mortgage, and Mortgagee hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee, if permitted by law.

(5) Each of the undersigned hereby waives the right to claim any damage for trespass, injury or any tort occasioned by or resulting from the exercise by the Holder of the rights given hereunder or any attempt to exercise any other right the Holder is herein granted, or any other right that the Holder has or may have, to the extent permitted by law.

(4) Whenever, by the terms of this instrument or of said Promissory Note, Mortgagee is given any option, such option may be exercised when the right accrues or at any time thereafter and no acceptance by Mortgagee of payment of indebtedness in default shall constitute a waiver of any default then existing and continuing or thereafter accruing.

(3) Mortgagee shall be subrogated to the lien of any and all prior encumbrances, liens or charges paid and discharged from the proceeds of the loan hereby secured, and even though said prior liens have been released or record, the repayment of said indebtedness shall be secured by such liens on the portions of said premises affected thereby to the extent of such payments, respectively.

(2) In the event said premises are sold at a foreclosure sale, Mortgagee shall be liable for any deficiency remaining after sale of the premises if permitted by law, and application of the proceeds of said sale to the indebtedness secured and to the expense of foreclosure, including Mortgagee's reasonable attorney's fees and legal expenses if allowed by law.

pursuant to this mortgage, costs of suit, and costs of sale, if permitted by law.
amount of the indebtedness and interest thereon, including reasonable attorney's fees, any amounts advanced and such complaint may be prosecuted to judgment and execution and sale for the collection of the whole event the Mortgagee shall have the right immediately to foreclose this mortgage by complaint for that purpose, application of the Mortgagee or any other person who may be entitled to the monies due thereon, in such Promissory Note secured hereby shall immediately become due and payable at the option of the Mortgagee, on the in the premises, then all sums owing by the Mortgagee to the Mortgagee under this Mortgage or under the Mortgagee, or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest default in performance of any agreement hereunder, or upon sale or other disposition of the premises by on any other advance or obligation which may be secured hereby as the same may hereafter become due, or upon

IT IS MUTUALLY AGREED THAT: (1) If the Mortgagee shall fail to pay installments on said Promissory Note or

against the lawful claims of any and all persons whatsoever.
this Mortgage; (7) That he does hereby forever warrant and will forever defend the title and possession thereof released from the lien hereof, without releasing or affecting the personal liability of any person or the priority of thereof, may be extended or renewed, and any portions of the premises herein described may, without notice, be Note and this Mortgage; (6) That the time of payment of the indebtedness hereby secured, or of any portion indebtedness secured hereby, and perform all other obligations in full compliance with the terms of said Promissory due, all claims for labor performed and materials furnished therefor; (5) That he will pay, promptly the a good and workmanlike manner any buildings which may be damaged or destroyed thereon, and to pay, when the purpose of inspecting the premises; not to remove or demolish any building thereon; to restore promptly and in contrary to restrictions of record or contrary to law, and to permit Mortgagee to enter at all reasonable times for hereafter erected in good condition and repair, not to commit or suffer any waste or any use of said premises and payable by Mortgagee to Mortgagee; (4) To keep the buildings and other improvements now existing or disbursements shall be deemed a part of the indebtedness secured by this Mortgage and shall be immediately due (b) pay all said taxes and assessments without determining the validity thereof; and (c) pay such liens and all such

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Property of Cook County Clerk's Office

90181384

MORTGAGE

From: _____

 To: TRANSAMERICA FINANCIAL SERVICES, INC.

 _____, Illinois
 County of _____

DOC. NO.

Filed for Record in the Recorder's Office

County.

, A.D. 19

Illinois, on the day of

at _____ o'clock _____ m., and duly recorded

in Book _____ of _____

Page

Clerk.