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Property of America
Transamerica
2000
Cook County Clerk's Office

90201333

MORTGAGE

From: _____
To: TRANSAMERICA FINANCIAL SERVICES, INC.

County of _____ Illinois

DOC. NO.

Filed for Record in the Recorder's Office

of _____ County.

Illinois, on the day of _____ A.D. 19

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

in Book _____ of _____

Page _____

Clerk.

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

IT IS MUTUALLY AGREED THAT: (1) If the Mortgagor shall fail to pay installments on said Promissory Note or on any other advance or obligation which may be secured hereby as the same may hereafter become due, or upon default in performance of any agreement hereunder, or upon sale or other disposition of the premises by Mortgagor, or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the Mortgagor to the Mortgagee under this Mortgage or under the Promissory Note secured hereby shall immediately become due and payable at the option of the Mortgagee, on the application of the Mortgagee, or any other person who may be entitled to the monies due thereon. In such event the Mortgagee shall have the right immediately to foreclose this mortgage by complaint for that purpose, and such complaint may be prosecuted to judgment and execution and sale for the collection of the whole amount of the indebtedness and interest thereon, including reasonable attorney's fees, any amounts advanced pursuant to this mortgage, costs of suit, and costs of sale, if permitted by law.

(2) In the event said premises are sold at a foreclosure sale, Mortgagor 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.

(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 of 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.

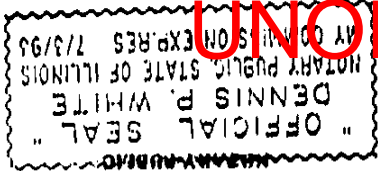
(4) Whenever, by the terms of this instrument or of said Promissory Note, Mortgagee is given any option, such option may be exercised when the right accrues or at any time thereafter, and no acceptance by Mortgagee of payment of indebtedness in default shall constitute a waiver of any default then existing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

(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.

(6) If Mortgagor 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 Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor 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.

(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 Mortgagor 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.

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TRANSAMERICA FINANCIAL SERVICES
JAN M. NOVOTNY
BOX 8720
ROLLING MEADOWS, IL 60008

Dennis P. White

GIVEN under my hand and Notarial Seal this 30TH day APRIL, A.D. 1990

all rights under any homestead, exemption and valuation laws.

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

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

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

White, personally known to me to be the same persons

Do hereby Certify That DONALD J. SOUTAR KNOX

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

00200538

DENNIS P. WHITE

COOK

STATE OF ILLINOIS

(SEAL)

(SEAL) DONALD J. SOUTAR

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

APRIL 30, 1990

DATE OF MORTGAGE

(14) This Mortgage shall be construed according to the laws of the State of Illinois.

(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, in and 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.

(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.

(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.

(10) Invalidity or unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.

(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, transferees, assigns and assigns of the parties hereto respectively. Any reference in this Mortgage of the singular shall be construed as plural where appropriate.

(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 moneys secured hereby forthwith due and payable.

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TAX NUMBER: 08-32-101-008

COMMONLY KNOWN AS: 850 WELLINGTON, ELK GROVE VILLAGE, ILLINOIS

LEGAL DESCRIPTION:

PARCEL 1: UNIT 117, AS DELINEATED ON SURVEY OF SUDLOT A IN LOT 2 IN VILLAGE ON THE LAKE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 29 AND PART OF THE NORTHWEST 1/4 OF SECTION 32, ALL IN TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 25, 1971 AS DOCUMENT 21388121 IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 53436, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 21615784, TOGETHER WITH AN UNDIVIDED 0.00 PERCENT INTEREST IN SAID PARCEL (EXCEPTING THEREFROM ALL THE LAND AND SPACE COMPRISING THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY). ALSO

See continuation sheet

ORDER NO: 32859402

PARCEL 11: EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF COVENANTS FOR VILLAGE ON THE LAKE HOMEOWNERS ASSOCIATION EXECUTED BY CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 25, 1969 AND KNOWN AS TRUST NUMBER 53436 DATED JUNE 10, 1971 AND RECORDED JUNE 10, 1971 AS DOCUMENT 21517288 AND AS CREATED BY DEED MADE BY CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 25, 1969 AND KNOWN AS TRUST NUMBER 53346 TO EDWARD P. GAWLENSKI DATED DECEMBER 6, 1971 AND RECORDED MAY 3, 1972 AS DOCUMENT 21880376 FOR INGRESS AND EGRESS OVER LOT 2 (EXCEPT SUBLOTS 'A', 'B' AND 'C' IN VILLAGE ON THE LAKE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 29 AND PART OF THE NORTHWEST 1/4 OF SECTION 32, ALL IN TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 25, 1971 AS DOCUMENT 21388121, IN COOK COUNTY, ILLINOIS.

90267533

Recorder's Office