

UNOFFICIAL COPY

MORTGAGE (ILLINOIS)

0447100

90277-113

Above Space For Recorder's Use Only

THIS INDENTURE, made March 25, 1990 between

Mark W. Finney, divorced and not since remarried

2107 Downey Homewood IL
(NO AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors," and

Thermo-Shield Co, Inc.

6600 N. Lincoln Lincolnwood IL
(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 March 25, 1990 in the sum of _____

Five Thousand Four Hundred Forty One & 76/100 DOLLARS
(\$5,441.76), payable to the order of and delivered to the Mortgagee, in and by which contract the Mortgagors promise

to pay the said sum in (7) installments of \$113.37 each beginning July 1
1990 and a final installment of \$113.37 payable on June 1
1994 and all of said indebtedness is made payable at such place as the holders of the contract may, from time to time, in writing appoint, and in

the absence of such appointment, then at the office of the holder at UNION MORTGAGE COMPANY, INC.,
LOMBARD ILLINOIS

NOW, THEREFORE, the Mortgagors to 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 the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Homewood COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

LOT EIGHTEEN (18) IN BLOCK ONE (1) IN SECOND ADDITION TO DOWNEY MANOR BEING A SUBDIVISION IN THE SOUTH HALF (S½) OF THE NORTHWEST QUARTER (N¼) OF SECTION SIX (6), TOWNSHIP THIRTY-FIVE (35) NORTH, RANGE FOURTEEN (14) EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 18, 1950 AS DOCUMENT NUMBER 14930238 IN COOK COUNTY, ILLINOIS.

TAX #32-06-126-002
ADDRESS OF PROPERTY: 2107 DOWNEY HOMEWOOD ILLINOIS

90277413

which, with the property hereinafter described, is referred to herein as the premises.

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto which are pledged primarily and on a parity with said real estate and not secondarily, and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including without restricting the foregoing, screens, window shades, storm doors and windows, floor coverings, truder beds, awnings, stoves and water heaters. All of the foregoing are to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is Mark W. Finney, divorced and not since remarried

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 hand and seal, of Mortgagors the day and year first above written.

Mark W. Finney (Seal)
Mark W. Finney

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

State of Illinois, County of Cook SS. I, the undersigned, a Notary Public in and for said County,

in the State aforesaid, DO HEREBY CERTIFY that Mark W. Finney, divorced and not since remarried personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his 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 seal of office, this 25 day of March 1990
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION EXPIRES 2/17/93
Dorothy Jean Burdens Notary Public

Y R V I 0487/113

30277-113

FOR RECORDERS INDEX PURPOSES
 INSERT STREET ADDRESS OF ABOVE
 DEPARTMENT PROPERTY FILE NO.

2107 DOWNEY KOMWOOD ILLINOIS
 TAMARA SIEGLER

10 E 22ND ST
 ST. LOUIS, MO 63105

116 LOMBARD ILLINOIS
 60148

RETURN TO:
 UNION MORTGAGE CO., INC.
 P. O. BOX 315929
 DALLAS, TEXAS 75231-5929
 214/890-3134

13.000

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

ASSIGNMENT

12 If Mortgagee 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 his 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.

11 Mortgagee or the holder of the contract shall have the right to inspect the premises at all reasonable times and for that purpose

10 No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the contract hereby secured

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 sale without notice, without regard to the solvency of Mortgagee, at the time of application for such receiver and without regard to the value of the premises or whether the same shall be then 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 period of such foreclosure suit and, in case of a sale and a deficiency during the first statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgagee, except for the interest 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 this mortgage or 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.

8 The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on 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 liens which under the terms hereof constitute secured indebtedness and, third, all other indebtedness. If any remaining unpaid on the contract, fourth, any overplus to Mortgagee. If the legal representatives or assigns as their rights may appear

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, he or she 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 attorneys' fees, appraiser's fees, outlays for documentary and expert witness charges, publication costs and similar costs which may be estimated as to them to be expended after entry of the decree of foreclosure. The search and examination, guarantee policies, formal certificates and similar data and assurances with respect to the mortgage or other lien to be foreclosed shall be the responsibility of the holder of the contract to prospectively such suit or to evidence to holders at any sale which may be had pursuant to the condition of the lien to the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall be paid by the holder of the contract and immediately due and payable when paid or incurred by Mortgagee or holder of the contract in connection with any proceeding, including probate and bankruptcy proceedings, in which either of them shall be a party, either as plaintiff, defendant or otherwise, by reason of this mortgage or any indebtedness hereby secured, or in preparation for the commencement of any suit for the foreclosure of such right to foreclose whether or not actually commenced, or in preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced.

6 Mortgagee shall pay each item of indebtedness herein mentioned, when due according to the terms hereof, with due according to the option of the holder of the contract, and without notice to the Mortgagee, all unpaid indebtedness secured by the Mortgagee 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 installment on the contract, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagee herein contained.

5 The Mortgagee or holder of the contract hereby secured making any payment hereof authorized relating to taxes and assessments, may do so according to any bill stating an estimate procured from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, foreclosure, tax lien or title or claim hereof.

4 In case of default herein, Mortgagee or the holder of the contract may, but need not, make any payment or perform any act hereunder required of Mortgagee in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on prior encumbrances, if any, and purchase discharge, compromise or settle any tax lien or other claim or lien or other claim or lien from any tax sale or foreclosure, affecting said premises or contract, or 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 holder 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, in addition to the principal of the contract, and shall be paid by the holder of the contract, and shall be delivered to the holder of the contract and renewed policies not less than ten days prior to the respective dates of expiration.

3 Mortgagee shall keep all buildings and improvements now and hereafter situated on said premises insured against loss or damage, by fire, lightning and windstorm, providing for payment by the insurance company of moneys sufficient 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 holder of the contract, under insurance or policies payable in case of loss or damage to Mortgagee, such rights to be evidenced by the standard mortgage clause attached to each policy, and all policies shall deliver all policies, including additional and renewed 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.

2 Mortgagee shall pay before any penalty attaches all general taxes and shall pay special taxes, general assessments and other charges, sewer service charges and other charges against the premises when due, and shall upon written request, furnish to Mortgagee or to holder of the contract duplicate receipts therefor. To prevent double payment hereunder Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment or municipal ordinance with respect to the premises and the use thereof, (b) make no material alterations, additions and premises except as required by law or municipal ordinance within a reasonable time any building or building now or at any time in process of erection upon and premises. No comply with all requirements of law or municipal ordinance.

1 Mortgagee shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from mortgages, 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 portion to Mortgagee or holder of the contract; (4) complete within a reasonable time any building or building now or at any time in process of erection upon and premises. No comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof, (b) make no material alterations, additions and premises except as required by law or municipal ordinance.

ADDITIONAL CONDITIONS, PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORTGAGE AND INCORPORATED THEREIN BY REFERENCE.