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Individual Form With Semi-Annual Interest Payments

THE UNDERSIGNED, AGENT OF THE DEPARTMENT OF JUSTICE,

of _____, County of _____, State of _____.

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to

a corporation organized and existing under the laws of the State of California, hereinafter referred to as the Mortgagor, the following real estate in the County of San Joaquin, California:

in the State of Illinois, on the 1st day of July, A.D. 1863, to-wit:

DEPT-01 RECORDING \$15.29
T#1111 TRA 9218 03/06/91 12:39:00
99436 A - P 1 - 100699
COOK COUNTY RECORDER

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled used to supply heat, gas, air-conditioning, water, light, power, refrigeration, ventilation, other services, and all other things now or hereafter therein or thereon, the furnishings of which may consist of tables, chairs, couches, beds, bedding, clothing, books, papers, stationery, dishes, dining and eating utensils, glasses, silverware, linens, towels, curtains, drapes, lamps, beds, bedsteads, sheets and water heaters, all of which are intended to become, and hereby declared to be a part of said real estate whether physically attached thereto or not; and also, together with all easements and the rents, issues and profits of said premises which are hereinafter assumed, transferred and set over unto the Mortgagor, whether now due or hereafter to be due as provided herein. The Mortgagor is hereby subordinated to the rights of all mortgagees, beneficiaries and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with land buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereunto belonging, unto said Mortgagor forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any state, which said rights and benefits, if Mortgagor does hereby release and waive,

10-5413-81

(1) the payment of a Note executed by the Mortgagor to the order of the Mortgagor bearing even date herewith in the principal sum of

thereon at the rate provided, payable semi-annually, with interest accrued thereon, together with all costs and expenses of collection.

Digitized by srujanika@gmail.com

INTEREST RATE RIDER

INTEREST RATE RIDER

The statement to the right is true.

91100699
Office

4. This mortgage contract provides for additional advances which may be made at the option of the Mortgagor and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advance and shall be a part of said note indebtedness under all of the terms of said note and this contract as fully as if a new such note and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for different payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect.

13. That in case of failure to perform any of the covenants herein, Mortgagor may do on Mortgagor's behalf everything so covenanted, that said Mortgagor may also do any act it may deem necessary to protect the hen herein, that Mortgagor will repay upon demand any money paid or disbursed by Mortgagor for any of the above purposes and such money together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid, that it shall not be obligatory upon the Mortgagor to inquire into the validity of any hen encumbrance or claim in advancing money as above authorized, but nothing herein contained shall be construed as requiring the Mortgagor to advance any money for any purpose not to do any act hereinunder, and the Mortgagor shall not incur any personal liability because of anything it may do or omit to do hereunder.

b. That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract.

3. That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagor may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forbear to sue or may extend time for payment of the debt, secured hereby, without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt secured;

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Journal of Health Politics, Policy and Law

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FAR 2000-01-01

4 row

Waukesha Public Schools, State of Illinois
Waukesha, Wisconsin 53188-9781

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Official Seal

Notary Public

Personally known to me to be the same person or persons whose name or names is/are subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that John signed, sealed and delivered the said instrument
free and voluntarily set forth, for the uses and purposes herein set forth, including the release and waiver of all rights
under any homestead, emplacement and valuation laws.

a Notary Publics in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

THE UNDERSIGNED
County of, 1998
State of

IN WITNESS WHEREOF, we have hereunto set our hands and sealed this 22nd day of February A.D. 19 91
John J. McCloskey (SEAL)
John J. McCloskey (SEAL)
John J. McCloskey (SEAL)
John J. McCloskey (SEAL)

IN WITNESS WHEREOF, we have hereunto set our hands and seals this day

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6. That time is of the essence hereof, and it shall be the duty of the Mortgagor, before or after making any payment under said note or obligation or any extension or renewal thereof, to give notice in writing to the Mortgagor of the place and date of sale of such property, or upon the filing of a proceeding in bankruptcy or of any suit or action against the Mortgagor, or if the Mortgagor shall make arrangements for the benefit of his creditors or if his property is placed under control of him in custody of any court, or if the Mortgagor abandons any of said property, then and in any of said events, the Mortgagor is hereby authorized and empowered, at his option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagor hereunder, to declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by the Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagor to the Mortgagor, and said Mortgagor may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises on those without offering the several parts separately.

7. If the Mortgagor may employ counsel for advice on other legal advice of the Mortgagor's direction in connection with any dispute as to the debt hereby secured or in the title of this instrument, or any litigation in which the Mortgagor may make a party on account of this loan or which may affect the title to the property securing the indebtedness hereby secured or which may affect said debt or any reasonable attorney's fees so incurred shall be added to and be a part of the debt hereby secured. Any costs and expenses reasonably incurred in the foreclosure of this mortgage and sale of the property securing the same and in connection with any other dispute or litigation affecting said debt or lien, including reasonably estimated amounts to conclude the transaction, shall be added to and be a part of the debt hereby secured. All such amounts shall be payable by the Mortgagor to the Mortgagor on demand, and if not paid shall be included in any decree or judgment as part of said mortgage debt and shall include interest at the highest contract rate, or if no such contract rate then at the legal rate. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid amounts, then, the entire indebtedness, whether due and payable by the time fixed or not and the interest due thereon up to the time of such sale, and the surplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to sue to the application of the purchase money.

8. In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagor is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagor as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or his assigns.

9. All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagor, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondary and such pledge shall not be deemed merged in any foreclosing decree, and (b) to constitute an absolute transfer and assignment to the Mortgagor of all such leases and agreements and all the rights thereunder, together with the right in case of default, either before or after foreclosure, salt, to enter upon and take possession of, manage, hold, let and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said rents, rents, issues and profits, regardless of when earned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other employees after or prior to sale and premises, buy, furnish and equipment thereto where it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lies prior to the lien of any other indebtedness hereby secured and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income not in its sole discretion needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency on the proceeds of sale, if any, whether there be a decree in permanent injunction or not. Whenever all of the indebtedness so secured hereby is paid, and the Mortgagor in his sole discretion feels that there is no substantial uncorrected default in performance of the Mortgagor's agreements, or when the Mortgagor has satisfied all covenants, shall repossess possession of the property and return the same to the Mortgagor, and all indebtedness so created by the original parties to this instrument shall be paid by the Mortgagor. The possession of Mortgagor shall not constitute a release of all debts so created by him until the expiration of the statutory period during which it may be issued. Mortgagor shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagor shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagor based upon acts or omissions relating to the subject matter of this paragraph unless commenced within 10 days after Mortgagor's possession ceases.

10. That upon the commencement of any foreclosure proceeding hereunder, the court in which such suit is filed may at any time, either before or after sale, and without notice to the holder hereof, or any party claiming under him or without regard to the solvency of the Mortgagor or the then value of said premises, or whether the sum due will be paid, or the value of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the existence of such foreclosure suit and the statutory period of redemption and such rents, issues and profits, after collected, to be applied before as well as after the Master's sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency, decree, whether there be a decree therefor in permanent or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be a redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be nullified by the appointment of entity in possession of a receiver but he may place to terminate any lease junior to his lien hereof.

11. That each right, power and remedy herein conferred upon the Mortgagor is cumulative of every other right or remedy of the Mortgagor, whether herein set forth or elsewhere, and may be enforced concurrently therewith, that no waiver by the Mortgagor of performance of any covenant herein or in said obligation entitles such Mortgagor in any manner to affect the right of Mortgagor to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, no the successors and assigns of the Mortgagor, and that the powers herein mentioned may be exercised as often as occasion therefore arises.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this

22nd

day

of FEBRUARY

, A.D. 19 91

BRIAN E. GALLAGHER

(SEAL)

Patricia S. Gallagher

(SEAL)

(SEAL)

(SEAL)

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

BRIAN E. GALLAGHER AND

PATRICIA S. GALLAGHER, HIS WIFE

personally known to me to be the same person or persons whose name or names is or 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

22

day of February, A.D. 19 91

My Commission expires

"OFFICIAL SEAL"

Tina M. Fusco

Notary Public, State of Illinois

Mortgage for Individual containing section 10 MI-SAI Accounting Division
My Commission Expires 9/28/91

Mail to:

THIS INSTRUMENT WAS PREPARED BY:
SOUTHWEST FEDERAL SAVINGS & LOAN ASSOCIATION
4062 SOUTHWEST HIGHWAY
HOMETOWN, IL 60456

ATTENTION: BONNIE HOFFMAN



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