

UNOFFICIAL COPY

MORTGAGE (ILLINOIS)

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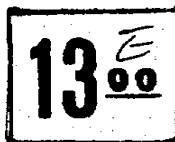
91292538

THIS INDENTURE, made 3-29- 1991, between
CAROL L' MCDERMOTT, DIVORCED AND NOT SINCE RE
MARRIED
2633 60TH COURT CICERO IL 60650
(INC AND STREET) (CITY) (STATE)
herein referred to as "Mortgagor" and _____
SUNSPACE DESIGN, LTD.
318 HOLBROOK WHEELING IL 60090
(INC AND STREET) (CITY) (STATE)

ALL OF LOT 21 AND THE NORTH HALF OF LOT 22 IN FREDERIKSON'S SUBDIVISION OF BLOCK 1 IN CLYDE THIRD DIVISION, A SUBDIVISION OF THE EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FIN #16-29-307-017 & 018

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

TOGETHER with all improvements, tenements, 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/or in part 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, Inador beds, awnings, stoves and water heaters. All of the foregoing are declared 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 Mortgagor, and the Mortgagor'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 Mortgagor do hereby expressly release and waive.

The name of a record owner is: CAROL L MCDERMOTT, D
This mortgage consists of two pages. The covenants, conditions and provisions
incorporated herein by reference and are a part hereof and shall be binding on me.

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

Carol L. McDermott Small
CAROL L MCDERMOTT

150

State of Illinois County of COOK Probate Court - Woman - SS.

I, the undersigned, a Notary Public in and for said County,

In the State aforesaid, DO HEREBY CERTIFY that

CAROL L MCDERM

VOICED AND NOT SINCE REMARRIED

IMPRESS
SEAL.
HERE

personally known to me to be the same person _____ whose name _____ subscribed to the foregoing instrument,
appeared before me this day in person, and acknowledged that She signed, sealed and delivered the said instrument as
her free and voluntary act, for the uses and purposes therein contained, and in consideration of the release and waiver
of the right of homestead.

Given under my hand and official seal, this ✓ 29th day
Commission expires 12-92 19

Notary Public Seal for Michael Greenberg, State of Illinois, dated April 17, 1991.

Michael Greenberg
Notary Public, State of Illinois
Notary Public Seal
Date: April 17, 1991

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

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for items not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge upon the premises, superior to the lien hereof and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagor or to holder of the contract; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request furnish to Mortgagor or to holder of the contract duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

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

4. In case of default therein, Mortgagor or the holder of the contract may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim therof, or redeem from any tax sale or forfeiture, affecting said premises, or contest any tax or assessment. All moneys paid for any of these purposes, herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other money advanced by Mortgagor or the holders 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. Inaction of Mortgagor or holders of the contract shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.

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

6. Mortgagors shall pay each item of indebtedness herein mentioned, when due according to the terms hereof. At the option of the holder of the contract, and without notice to the Mortgagors, (a) unpaid indebtedness secured by the Mortgage shall, notwithstanding anything in the contract or in this Mortgage to the contrary, become due and payable: (a) immediately in the case of default in making payment of any instalment on the contract, or (b) when default shall occur and continue for thirty days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagor shall have the right to foreclose the lien hereof, in any suit to foreclose the lien hereof, here 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 Mortgagor or holder of the contract for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates and similar data and assurances with respect to title as Mortgagor or holder of the contract may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such suit, the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become an additional indebtedness secured hereby, and immediately due and payable, when paid or incurred by Mortgagor or holder of the contract in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof, or acceleration of such right to foreclose whether or not actually commenced or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

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 items which under the terms hereof constitute secured indebtedness additional to that evidenced by the contract; third, all other indebtedness, if any, remaining unpaid on the contract; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this mortgage in 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 then value of the premises, or whether the same shall be then occupied as a homestead or not, and the Mortgagor hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency during the full period of redemption, whether or not there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual 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.

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.

11. Mortgagor or the holder of the contract shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. If Mortgagors 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 holder's 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.

ASSIGNMENT

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

Date _____

Mortgagor _____

By _____

D NAME UNION MORTGAGE COMPANY, INC.
E P. O. BOX 515929
L STREET DALLAS, TEXAS 75251-5929
I 214/680-3134
V CIV
R
Y INSTRUCTIONS
OR

FOR RECORDERS INDEX PURCHASES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

2633 60th Ct Cicero IL 60650
Michael Greenberg
My instrument was prepared by
318 Holbrook Wheeling IL 60090
Name _____
Signature _____