

THIS INDENTURE made May 9, 1991 19 between

BLANCHE A. DEMERY

9428 South LaSalle Street

Chicago, Illinois 60620
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagor," and IVER R. JOHNSON

7227 North Oleander Avenue

Chicago, Illinois 60648-4119
(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 May 9, 1991 in the Amount Financed of

Three thousand, nine hundred & 00/100 DOLLARS
(\$ 3,900.00)

payable to the order of and delivered to the Mortgagee, in and by which contract the Mortgagors promise to pay the said Amount Financed together with a Finance Charge on the principal balance of the Amount Financed from time to time unpaid in

47 installments of * \$120.77 each beginning July 3, 1991

and a final installment of * 120.77 on June 3, 1995 together with interest after maturity at the Annual Percentage Rate stated in the contract 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 7227 North Oleander Avenue, Chicago, Illinois 60648-4119

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 STATE OF ILLINOIS COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

The North $\frac{1}{4}$ of the South $\frac{1}{4}$ of Lot 3 in Block 7 in Frederick H. Bartlett's Wentworth Avenue in 95th Street Subdivision of the Southeast $\frac{1}{4}$ of Section 4, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois

PRIN: 25-04-412-035

91314698

COMMONLY KNOWN AS: 9428 South LaSalle Street, Chicago, Illinois 60620

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, in a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter thereon or thereon used to supply heat, 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, mader 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 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 Blanche A. Demery. 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.

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

Blanche A. Demery
(BLANCHE A. DEMERY)

State of Illinois, County of COOK, I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that BLANCHE A. DEMERY

IMPRESS 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 she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the Homestead Exemption Laws of the State of Illinois.

Given under my hand and official seal this 9 day of MAY 19 91.
Commission expires 9/30/93 Notary Public

DEPT-01 RECORDING 113.29
T55555 TRAN 3286 06/27/91 11:13:00
3154 E * - 91 - 314698
COOK COUNTY RECORDER

91314698

Above Space For Recorder's Use Only

15/91

UNOFFICIAL COPY

ADDITIONAL CONVENANTS, 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 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 prior lien to Mortgagee 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 Mortgagee or to holders 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 Mortgagee, 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, Mortgagee or the holder of the contract may, but need not, make any payment or perform any act be indebted 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 the real, or redem 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 attorneys' fees, and any other moneys advanced by Mortgagee 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 Mortgagee 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 Mortgagee 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, all unpaid indebtedness secured by the Mortgage shall, notwithstanding anything in the contract or in this Mortgage to the contrary, become due and payable at 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 Mortgagors herein contained.

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 hereof, there 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, appraisers' fees, outlays for documentary and expert evidence, stenographic charges, publication costs and other costs which may be estimated as necessary to be expended after entry of the decree of permitting all such abstracts of title, title searches and examination of quantum of parcels, to be prepared and similar data, and assurances with respect to title as Mortgagee or holder of the contract may deem to be reasonably necessary either before or after the sale, and evidence to bidders at any sale which may be had pursuant to the decree, and the time and conditions of the sale, and the cost of advertising, expenses and expenses of the nature of this paragraph mentioned shall be the responsibility of the indebtedness secured hereby and immediately due and payable, when paid or incurred by Mortgagee or holder of the contract in connection with any proceedings for the sale of the premises, and the proceeds of such proceedings, to which either of them shall be a party, either as plaintiff, defendant or defendant by cross, and the Mortgagee or holder of the contract secured, or (b) preparations for the commencement of any suit or the foreclosure of any lien or other lien or other lien which may be 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, to pay 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, the 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 the court in which said bill is filed may appoint a receiver for said premises. Such appointment may be made either before or after sale without notice, with or without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the value of the premises or whether in the same shall be then occupied as an estate for life 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 pendency of such foreclosure suit, and, in case of a sale and a deficiency during the deficiency period of redemption, when the date of redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the better enjoyment, 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 proceeds and his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree hereinafter rendered, or any tax, special assessment, or other lien which may be or become superior to the lien hereof 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 be a bar and available to the party interposing same in an action at law upon the contract hereby secured.

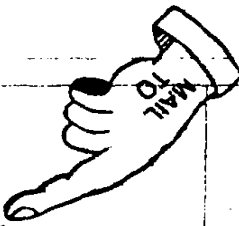
11. Mortgagee or the holder of the contract shall have the right to inspect the premises, at all reasonable times, in his own or to be permitted for that purpose.

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 the 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 Mortgagee hereby sells, assigns and transfers the within mortgage to

Date _____ Mortgagee _____
BY _____



D NAME
E MAIL TO:
L STREET
I IVER R. JOHNSON
V CITY 7227 No. Oleander Ave.
E Chicago, IL 60648-4119
R
Y INSTRUCTIONS OR

IVER R. JOHNSON, CHGO, ILL. 60620
9428 So. LaSalle st., Chgo, IL 60620
This form is prepared by
IVER R. JOHNSON - 7227 No. Oleander Ae. Chgo.
Name Address

91314698