

MORTGAGE (ILLINOIS)  
For Use With Note Form No. 1447

92433193

CAUTION: Consult a lawyer before using or acting under this form.  
All warranties, including merchantability and fitness, are excluded.

THIS INDENTURE, made June 1 1992, between  
Eleanor L. Vivian  
270 North Dela Plaine  
Riverside, IL 60546  
(NO. AND STREET) (CITY) (STATE)  
herein referred to as "Mortgagors," and Norman and Evelyn  
Scaman, 213 Herrick Road,  
Riverside, IL 60546  
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of Nineteen Thousand Three Hundred Seventy Eight and 03/100 DOLLARS (\$19,378.03), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 1st day of May, 2002 and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 213 Herrick Road, Riverside, IL 60546

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest 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, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, 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 City of Riverside, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

THE EASTERLY 1/2 OF LOT 1123 (AS MEASURED ALONG THE NORTHERLY AND SOUTHERLY LINES THEREOF) IN BLOCK 25 IN THE THIRD DIVISION OF RIVERSIDE, IN SECTIONS 25 and 36, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P. I. N. 15-36-100-012

COMMON ADDRESS: 270 North Dela Plaine  
Riverside, IL 60546

92433193

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, 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 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: Eleanor L. Vivian

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)

(Seal) Eleanor L. Vivian (Seal)  
Eleanor L. Vivian  
(Seal) \_\_\_\_\_ (Seal)

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

" OFFICIAL In the State aforesaid, DO HEREBY CERTIFY that Eleanor L. Vivian  
MARGARET ANSELMO  
NOTARY PUBLIC, STA. personally known to me to be the same person whose name is subscribed to the foregoing instrument, and that she signed, sealed 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 right of homestead.

Given under my hand and official seal, this 1st day of June 1992  
Commission expires October 3 1992 Margaret Anselmo

This instrument was prepared by James E. Nuellen, 5942 W. Cermak Rd., Cicero, IL 60650  
(NAME AND ADDRESS)

Mail this instrument to James E. Nuellen, Attorney at Law, 5941 W. Cermak Rd.  
Cicero, IL 60650  
(CITY) (STATE) (ZIP CODE)

OR RECORDER'S OFFICE BOX NO. \_\_\_\_\_

DEPT-01 RECORDINGS \$23.00  
T#9999 TRAN 4973 06/16/92 14:48:00  
#2056 # \* - 92 - 433193  
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

Handwritten initials/signature

# UNOFFICIAL COPY

1. 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 as mentioned in the preceding paragraph hereof; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagee, their heirs, legal representatives or assigns, as their rights may appear.

2. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint 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 or insolvency 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 may be appointed as such receiver. Said 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 statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagee, 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, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

3. No action for the enforcement of the lien or of 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 note hereby secured.

4. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

5. The Mortgagee shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

6. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

7. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

8. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the note secured hereby. When used herein it shall include the successors and assigns of the Mortgagee named herein and the holder of the note from time to time, of the note secured hereby.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE)

6/25/2012