# UNOFFICIAL COPY REALTYLINE LOAN FIRST-MORTGAGE

SECTION: 21

BLOCK: 30

LOT: 23

Prepared By:

Daisy May Tate, A/K/A Daisy May King, Tate

Katz, Wolff & Caraccio

16 School Street

512 West 115th St.

Rye, New York 10580

Chicago, IL 60628

Record & Return By Mail To:

General Foods

Federal Credit Union

250 North Street

White Plains, NY 10625

92639918

DEPT-01 RECORDING

\$29.50

148888 TRAN 4092 08/28/92 @9:03:00

#1868 : X- 92-639918
COOK COINTY RECOPDER

FIRST MORTGAGE

This mortgage is made on 08/12/92, between the Borrower and Credit Union.

**DEFINITIONS** 

Agreement -

means the RealtyLine Loan Revolving Credit Plan

Agreement signed by the Borrower in connection with

this Mortgage.

Borrower or You -

means each person who signs the Mortgage.

Credit Union -

means General Foods Ecderal Credit Union having a place of business at 250 North Street, White Plains

New York 10625.

Mortgage -

this document will be called the Mongage.

Property -

means the real property described in this

mortgage.

The Borrower is:

Daisy May Tate, A/K/A Daisy May King, Tate

926339<mark>18</mark>

#### TRANSFER OF RIGHTS IN THE PROPERTY

The Borrower gives the Credit Union the rights described in this Mortgage and any other rights that the law gives to lenders who hold mortgages on real property. Borrower may lose this Property if he fails to keep the promises in this Mortgage.

This Mortgage is given as security to repay amounts advanced from time to time by the Credit Union, and to repay any other amounts that may become due in connection with the Agreement and this Mortgage, not to exceed:

Twenty Five Thousand Dollars and No Cents. (\$25,600.00)

The premises are or will be improved by a one or two family dwelling only.

39%

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#### PROPERTY BEING MORTGAGED

See Schedule "A" attached

#### **PAYMENTS**

Any Borrower signing the Agreement will pay the Credit Union according to its terms.

#### FIRE AND OTHER INSURANCE

Until the Agreement is paid in full, the Borrower will keep ail the buildings on the Property insured from fine and any other hazards normally covered by an insurance policy. This type of policy is usually called "Extended Coverage". The Borrower may choose the insurance company but the Credit Union must approve the policy and the amount of the insurance. The insurance policies must contain the usual mortgagee clause protecting the interest of the Credit Union. The Credit Union may request proof of the coverage from the Borrower at any time. Borrower must then provide proof of coverage to the Credit Union within ten (19) business days of the date it is requested.

### FLOOD INSURANCE

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The Credit Union will advise the Bottower if flood insurance is required. If it is required, the Borrower will pay for and obtain the flood insurance. The policy must name the Credit Union as a Mortgagee. The amount of coverage required is either the maximum flood insurance coverage available or coverage in the amount of the unpaid balance due, whichever amount is lower. The Credit Union may request proof of the coverage from the Borrower at any time. Borrower must then provide proof of coverage to the Credit Union within ten (10) business days of the date it is requested.

#### **TAXES**

The Borrower will pay all taxes, assessments, water and sewer charges on the Property. If the Credit Union requests receipts for these payments, the Borrower will provide them to the Credit Union within ten (10) days of the date they are requested.

### GEGAL DESCRIPTION:

THE WEST 17 1:2 FEET OF LOT 23 AND THE EAST 17 1:2
FEET OF LOT 24 IN BLOCK 40 IN SHELDON HEIGHTS, A
SUBSTITUTE OF THE NORTHWEST 1 4 OF SECTION 21. TOWNSHIP
AND AUGUST HANGE 14. EAST OF THE TELRO PRINCIPAL
MERTICLY. IN COOK COUNTY, ILLIANIS.

35-21-129-026

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#### ADVANCES TO PAY INSURANCE, TAXES

If the Borrower does not keep the buildings on the Property insured, the Credit Union may, but is not required to, obtain insurance. If the Borrower fails to pay taxes when due, the Credit Union may, but is not required to, pay such taxes. The amount of these payments, if any, shall be treated as an advance and added to the amount due under the Agreement. The Borrower must repay these amounts within (10) business days of the date the Credit Union requests payment.

#### CARE OF THE PROPERTY

The Borrower will keep the property in reasonably good condition. The Borrower will not substantially change or damage the Property without the written permission of the Credit Union.

#### SALE OR TRANSFER PROPERTY

Any halance outstanding under the Agreement must be paid in full when the Property is sold or transferred.

#### **DEFAULT**

The Credit Union may declare that all amounts are due and payable immediately if: a) The Borrower fails to keep any promise made either in the Agreement of the Mortgage. b) If a tax lien, mechanic's lien, judgement lien, or a lis pendens is filed against the Property. c) If a partition or condemnation action is begun against the Property.

#### APPOINTMENT OF RECEIVER

If the Credit Union sues to foreclose this mongage, the Credit Union will have the right to have a receiver appointed to take control of the property. If the borrower defaults in any payment and the Credit Union commences foreclosure or other higation, then the borrower will pay all attorneys' fees, court costs and disbursements incurred by the Credit Union.

#### RENTAL PAYMENTS

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Upon default, the Credit Union has the right to collect rental payments from the Property. The Borrower may collect and keep the rental payments, unless the Credit Union requires immediate payment of all amounts due. If the Credit Union does require that the Borrower will pay the Credit Union in advance the fair rental value for the use and occupancy of the part of the Property that is in the Borrower's possession. Also, the Credit Union may then collect rent from all other tenants of the Property.

#### NOTICES

All notices to the Borrower will be sent to the last known address of the Borrower of record with the Credit Union. All notices to the Credit Union should be sent to General Foods Federal Credit Union, 250 North Street, White Plains, New York 10625 or any other address the Borrower is notified by the Credit Union.

#### CHANGES TO THE MORTGAGE

This Mortgage may only be changed in writing and all changes must be signed by the Credit Union.

### NON-ASSUMPTION OF THE MORTGAGE

This Mortgage is not assumable.

#### WHO IS BOUND

The terms and conditions of this Mortgage apply to the Borrower and anyone else who may obtain title to the Property through the operation of law. Operation of law means such items as death or bankruptcy.

#### **RECE!PT**

The Borrower has received a completed copy of this Mortgage.

#### RELEASE

Upon payment of all sums secured by this Mortgage and upon request of the Borrower, the mortgage shall become null and void and the Credit Union shall release this Mortgage without s of p.

Of Coot County Clarks Office charge, other than the costs of preparation and recordation.

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# UNOFFICIAL COPY REALTYLINE LOAN FIRST MORTGAGE

### - USE BLACK INK ONLY -

IN WITNESS WHEREOF, Borrower has executed this mortgage.	Dais nee Jate, Ke
4.00 4.00 4.00	Daisy May Tate, A/K/A Daisy May King, Tate
State ofILLINOIS	2 WITHESSES REQUIRED
County of COOK	By Will Wall 6
On the 21 day of AUG., 1992, before me	(Print Name) JORGE ALVAREZ
personally came Daisy May Tate, A/K/A Daisy May King, Tate	By: Linela Dais Jackow
to me known to be the individual described in and	ιλ = κα
who executed the foregoing instrument and who has	(Print Name) Linda DAVIS Jackso
acknowledged executing this insurment.	
Duchera Marie Renge " OFFICE ROTARY PUBLIC MOTARY PUBLIC	AL SEAL * } MOORE REYES } I STATE OF ILLINOIS } N EXPIRES 3/9/93 }
IN WITNESS WHEREOF, borrower has executer	
this mortgage.	92639 <b>918</b>
State of	JAGGJJAG
County of	
On the day of, 199, before me personally came	2 WITNESSES REQUIRED  By:
	Бу:
to me known to be the individual described in and	(Print Name)
who executed the foregoing instrument and who has	(Fruit Matric)
acknowledged executing this instrument.	Ву:
	2)
	(Print Name)
Notary Public	

- FOR RECORDING PURPOSES -