## UNOFFICHAL COPY

92689977

THIS INTENTURE made December 17, 1990 19 between	£
THIS INDENTURE, mare between	
Mr. JOHNNY SMITH and Ms. LAURA MCCAULEY	
255 West 115th Street	tipping of introduction ( 44)
Chicago, Illinois 60628	. DEPT-11 RECORO-1 \$' . 7#4444 TRAN 7275 09717792 12:10:
ANG AND STOPE D (CITY) (STATE)	。 #5384 き ※一が2~ <b>あおりがフ</b> フ
hereto referred to as "Mortgagers," and IVER R. JOHNSON	COOK COUNTY RECORDER
7227 North Oleander Avenue	
Chicago, Illinois 60648-4119	
(NO AND STREET) (CITY) (STATE)	
herein referred to as "Mortgages," witnesselb.	Above Space For Recorder's Use Only
THAT WATEREAS the Mortandors are justly indebted to the Mortagues upon the Ret	all Installment Contract dated
Pecember 17, 1952 19 In the sum of Four thousand, eight hundred & sixty nine & 60/100	nn on our of 11 fe to 17 fe to 18 fe to
A OCO CD	DOLLARS
94, 869, 60	forgages in and by which contract the Mortgagors promise February 28, 1991
9 and a final installment (1) payable payable	28, 1996
and all of and indebtedness is neede payable at such place as the holders of the	econtract may, from time to time, in writing appoint, and in
he alwence of much appointment, then at the office of the holder at	
7227 North Oleander Ayonuc: Chicago, 1111nois 60648-	4119
NOW, THEREPORE, the Mortgagors to secure one payment of the sulf sum in according age, and the performance of the convenants and a company herein contained, by the	Martgagars to be performed, do by these presents CONVEY
ND WARRANT unto the Mortgagee, and the Mortgage's successors and assigns, the follow	wing described Real Estate and all of their estate, right, title
od interest therein, situate, lying and being in the	COUNTY OF
AND STATE OF ILLINOIS, 46 WIS	
2 mg-	
Lot 9 and Lot 10 in Block 2 in Danie	al I Called Adding Sa
to Pullman, being a Subdivis on of t	
Northwest 1/4 of the Southcast 1/4 of	
37 North, Range 14, East of the Thir	rd Principal Meridian,
in Cook County, Illinois.	
	ζ.
PRIN: 25-21-402-001	/
COMMON V PROCESS ASS 11 . AASS 10	
COMMONLY KNOWN AS: 155 West 115th S	Street; Chicago, IL 60628
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TOGETHER with all improvements, tenements, essements, listures, and apportenant rend for so long and during all such times as Mortgagors may be entitled thereto (which a fine secondardist and all apparatus, equipment or articles now or hereafter therein or those sorm doors and windows, loor coverings, inador beds awnings, stoves and windows, loor coverings, inador beds awnings, stoves and water he lessate whether physically attached thereto or not, and it is agreed that all similar at lessate whether physically attached thereto or not, and it is agreed that all similar at mises by Mortgagors or their successors or assigns shall be considered as constituting TO HAVE AND TO HOLD the premises unto the Mortgage, and the Mortgage's success herein set forth, free from all rights and benefits under and by virtue of the Homestead lengths the Mortgagors do hereby expressly release and waive.  This mortgage consists of two pages. The covenants, conditions and provisions appropriated herein by reference and are a part hereof and shall be binding on Mortg Witness the hand. And sell of Mortgagors the day and year first above written.  PLEASE PRINT OR	ices thereto belonging, and plorents, basics and profits me pleiged primarily and on a parsewill said real estate thereon used to supply heat, gas, air conditioning, water pulping will bour restricting the foregoing, screens, window eaters. All of the foregoing are decayed to be a part of said pparatus, equipment of articles hereafter placed in the 2 part of the real estate, sors and assigns, forever, for the purposes, and upon the Exemption Laws of the State of fillinois, which said rights caring on page 2 (the reverse side of this mortgage) are fagors, their heirs, successors and assigns.
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TOGETHER with all improvements, tenements, essements, listures, and apportensivered for so long and during all such times as Mortgagors may be entitled thereto which a done reconducibly and all apparatus, equipment or articles now an hereafter therein or to, power refrigeration whether single units or centrally controlled), and ventilation, inch ides storm doors and windows. Boor coverings, finador beds awnings, stoves and water his estate whether physically affached thereto or not, and it is agreed that all similar at misses by Mortgagors or their successors or assigns shall be considered as constituting TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagor's success therein set forth, free from all rights and benefits under and by virtue of the Homestead I benefits the Mortgagors do hereby expressly release and waive.  In name of a record owner is Mr. Johnny Smith  This mortgage consists of two pages. The covenants, conditions and provisions appropriated herein by reference and are a part hereof and shall be binding on Mortg Witness the hand. And soft of Mortgagors the day and year for above written.  PLEASE PRINT OR TYPE NAME(S)  BELOW  SIGNATURE(S)  TO THE State aforesoid, DO HEREBY CERTIFY that  Mr. Johnny Smith  IMPRESS  PERSONALIES  PERSONALIES  BELOW  SIGNATURE(S)  The COOK  TO the State aforesoid, DO HEREBY CERTIFY that  Mr. Johnny Smith  HERE	ices thereto belonging, and of cents, issues and profits are pletiged primarily and on a purishwill said real estate thereon used to supply heat, gis, air conditioning water pulling withour restricting the foregoing, screens, window carets. All of the foregoing are declined to be a part of said pparatus, equipment or articles here, for placed in the 2 part of the real estate.  Sors and assigns, forever, for the purposes, and upon the Exemption Laws of the State of Himols, which said rights caring on page 2 (the reverse side of this mortgage) are (agors, their heirs, successors and assigns.  (Seall the injules much a Notary Edition and for said County By Smith & Ms., Laura McCauley and Caunty Smith & Ms., Laura McCauley and county on the State of the son going instrument, ey squach which and discount the said instrument.
TOGETHER with all improvements, tenements, essements, listures, and appartensive of for so long and during all such times as Mortgagors may be entitled thereto which a does econdarily and all apparatus, equipment or articles now at hereafter therein or the power refrigeration whether single units or centrally controlled, and venification, such aless sorm doors and windows, floor coverings, finador beds, awnings, stoves and water he lessate whether physically attached thereto or not, and it is agreed that all similar it misses by Mortgagors or their successors or assigns shall be considered as constituting. TO HAVE AND TO HOLD the premises unto the Mortgage, and the Mortgage's success a herein set forth, free from all rights and benefits under and by virtue of the Homestead it benefits the Mortgagors do hereby expressly release and waive.  In name of a record owner is the proposal of two pages. The covenants, conditions and provisions appropriated herein by reference and are a part hereof and shall be binding on Mortgagors the hand. And soll, of Mortgagors the day and year first above written.  PLEASE PRINT OR TYPE NAMEISI BELLOW  SIGNATURE(S)  IMPRESS PERSONAL (DO HEREBY CERTIFY that Mr. John IMPRESS PERSONAL (DO HEREBY CERTIF	ices thereto belonging, and of cents, issues and profits are pletiged primarily and on a purishwill said real estate thereon used to supply heat, gis, air conditioning water pulling withour restricting the foregoing, screens, window carets. All of the foregoing are declined to be a part of said pparatus, equipment or articles here, for placed in the 2 part of the real estate.  Sors and assigns, forever, for the purposes, and upon the Exemption Laws of the State of Himols, which said rights caring on page 2 (the reverse side of this mortgage) are (agors, their heirs, successors and assigns.  (Seall the injules much a Notary Edition and for said County By Smith & Ms., Laura McCauley and Caunty Smith & Ms., Laura McCauley and county on the State of the son going instrument, ey squach which and discount the said instrument.
ich, with the property hereinafter described, is referred to herein as the "premises."  TOGETHER with all improvements, tenements, resements, listures, and appurtensin terrol for so long and during all such times as Mortgagors may be entitled therefolwhich at not seemadarily and all apparatus, equipment or articles now or bireafter therein or in, power refrigeration whether single units or centrally controlled, not be soon doors and windows. Boar coverings, snador beds, awnings, stoves and water he desiste whether physically affached therefor or not, and it is agreed that all similar mises by Mortgagors or their successors or assigns shall be considered as constituting TO HAVE AND TO HOLD the premises unto the Mortgage, and the Mortgage's success of herein set forth, free from all rights and benefits under and by virtue of the Homestead's benefits the Mortgagors do hereby expressly release and waive.  This mortgage consists of two pages. The covenants, conditions and provisions appropriated herein by reference and are a part hereof and shall be binding on Mortgagians the hand.  And Scholler approaches the fact and specific of Mortgagors the gas and year first above written.  PLEASE PRINT OR TYPE NAMEIS BELOW SIGNATURES (LAURA MCCAULEY) SIGNATURES (LAURA MCCAULEY) SIGNATURES (LAURA MCCAULEY)  PREASE PRINT OR TYPE NAMEIS BELOW SIGNATURES (LAURA MCCAULEY)  PREASE PRINT OR TYPE NAMEIS BELOW SIGNATURES (LAURA MCCAULEY)  Mr. Johns  SEAL appeared before me this day in person, and an knowledged that the Cauches of the same person and an knowledged that the Cauches of the same person and an knowledged that the Cauches of the same person and an knowledged that the Cauches of the same person and an knowledged that the Cauches of the same person and an knowledged that the Cauches of the same person and an knowledged that the Cauches of the same person and an knowledged that the Cauches of the same person and an knowledge	ices thereto belonging, and of cents, issues and profits are pletiged primarily and on a purishwill said real estate thereon used to supply heat, gis, air conditioning water pulling withour restricting the foregoing, screens, window carets. All of the foregoing are declined to be a part of said pparatus, equipment or articles here, for placed in the 2 part of the real estate.  Sors and assigns, forever, for the purposes, and upon the Exemption Laws of the State of Himols, which said rights caring on page 2 (the reverse side of this mortgage) are (agors, their heirs, successors and assigns.  (Seall the injules much a Notary Edition and for said County By Smith & Ms., Laura McCauley and Caunty Smith & Ms., Laura McCauley and county on the State of the son going instrument, ey squach which and discount the said instrument.
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Form # 12101

ADDITIONAL CONVENANTS CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORTGAGE AND

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

  1. Mortgagors shall it promptly repair, restore or rebuild any buildings or improvements now or becauter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics conother 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 Mortgage or to holder of the contract (4) complete within a reasonable time any buildings now or at any time in processor ferection 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. 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 Mortgages or to bolders of the contract duplicate receipts therefor. To prevent default hereinder Mortgagors shall pay in full under profess. In the manner provided by statute, any tax or assessment which Mortgagors and the contract of the cont which Mortgagors may desire to contest,
- 3. Mortgagors shall keep all buildings and improvements now and hereafter altuated 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 satisfactors 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 detiver 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 thereis. Mortgagee or the holder of the contract may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form an imanner 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 tien or title or claim thereof, or redeem from any tax sale or offeiture, affectly a said premises or contest any tax or assessment. All moneys paid for any of these purposes herein authorized and all expenses paid or incuried it, connection therewith, including attorneys fees and any other moneys advanced by Mortgagee or the holders of the contract to protect the more aged premises and the lien hereof, shall be so much additional indebteness secured hereby and shall become immediately due and payable. "thout 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 my default hereunder on the part of the Mortgagors.
- 5. The Mortgagee or the hold at of the contract hereby secured making any payment hereby authorized relating to taxes and assessments may do so seconding to any bill, statement or entire at procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any time at resement, sale, forfeiture, tax tien or title or claim thereof
- 6. Mortgagors shall pay each item of Lide of edness herein mentioned, when due according to the terms hereof. At the option of the holder of the contract, and without notice to the Mortgage will unpaid indebtedness secured by the Mortgage shall notwithstanding anothing in the contract or in this Mortgage to the contrary, become due and pure ble (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 three drys in the performance of any other agreement of the Mortgagors herein contained
- 7. When the indebtedness hereby secured shall oecom, due whether by arceleration or otherwise. Mortgagee shall have the right to foreclose the lien hereof. It are shall be allowed and included as additional indebtedness in the decree for safe all expenditures and expenses which may be paid or incursed by or on behalf of Mortgagee or holder of the contract for attorneys' fees, appraiser's fees, publication costs and costs which may be estimated as to items to be expended after entry of the decreed of procuring all such abstracts of tile. The examines and examinations, guarantee polities. To trens certificates and similar data and assurances with respect to title an Mortgagee or holder. If the contract may deem to be reasonably necessary either to prosecute such soil or to evidence to bidders at any safe which may be had pursuant to such a free 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 be a ne so much additional indebtedness secured hereby and immediately due and payable, when plaid or incurred by Mortgagee or holder of the contract in connection with (a) any proceeding, including probate and bankniptcy proceedings, when plaid or incurred by Mortgagee or holder of the contract in connection with (a) any proceeding, including probate and bankniptcy proceedings, which either of them shall be a party, either as plaintiff, of aims not defendant. In reason of this Mortgage or any indebtedness hereby secured, well in preparations for the commencement of any suit for the for closure hereof after account of the premises or the security hereof whether or not actually commenced. not acidally commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be distributed on a policy 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 the contract, third, all other indebtedness, and it is any remaining unpaid on the contract; fourth, any overplus to Mortgagors, their het is, 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 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 solvency or involvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagee hereunder may be appointed as such receiver. Such receiver shall have power to solve the rents issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a delicency during the full solve period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention was an exercise 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 profection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time inay authority. Therefore the 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 saile, (2) the 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 be \$\circ\$ agood 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 and access the No 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

		ASSIGNMENT
FOR VALUABLE CONSIDERATION, Mortgagee hereby sells, assigns and transfers the within mortgage to		
Date	Mortgage	
	Ву	
D NAME	MAIL TO:	FOR BECORDERS INDEX CERTISES. INSTRUCTED FROM THE GRANT OF THE GRANT O
L snue	IVER ROJOHNSON 7227 No. Oleander Ave	225 West 115th Street: Chicago, IL 60628
,		

OR

IVER R. JOHNSON - 7227 North Oleander Ave.