

# UNOFFICIAL COPY

THIS INDENTURE, made OCTOBER 26, 19 92, between  
WALTER T. ZEMGULIS AND ISABELLA L. ZEMGULIS, HIS  
WIFE

92806442

OF 8058 S. RICHMOND, CHICAGO, ILLINOIS 60652

(NO. AND STREET) (CITY) (STATE)  
herein referred to as "Mortgagors", and FLEET FINANCE, INC.

925 W. 175th ST., HOMEWOOD, ILLINOIS 60430

(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee," witnesseth:

DEFT-01 RECORDING \$23.50  
T#5555 TRAN 9742 10/29/92 15:06:00  
1838/5-17 For Record On 92806442  
COOK COUNTY RECORDER

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of SEVENTEEN THOUSAND, EIGHT HUNDRED TWENTY THREE DOLLARS AND FIFTY TWO CENTS \*\*\*\*\* DOLLARS (\$17,823.52 \*\*\*\*\*), 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 5th day of NOVEMBER 1992, 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 925 W. 175th ST., HOMEWOOD, ILLINOIS 60430

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

LOT 19 IN BLOCK 27 IN 2RD ADDITION TO HINKAMP AND COMPANY'S WESTERN AVENUE SUBDIVISION BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D. NUMBER: 19-36-112-039  
c/k/a: 8058 S. RICHMOND, CHICAGO, ILLINOIS 60652

92806442

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: WALTER T. ZEMGULIS AND ISABELLA L. ZEMGULIS, HIS WIFE

This mortgage consist 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.

Walter T. Zemgulis (Seal) Isabella L. Zemgulis (Seal)  
WALTER T. ZEMGULIS ISABELLA L. ZEMGULIS

PLEASE PRINT OF TYPE NAME(S) BELOW SIGNATURE(S) (Seal) (Seal)

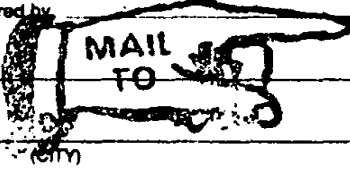
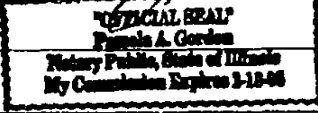
State of Illinois, County of COOK ss., I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that WALTER T. ZEMGULIS AND ISABELLA L. ZEMGULIS, HIS WIFE

IMPRESS SEAL HERE personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their 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 26th day of OCTOBER 19 92  
Commission expires FEBRUARY 18, 19 95

Pamela A. Gordon Notary Public

This instrument was prepared by FLEET FINANCE, INC.  
(NAME AND ADDRESS)  
925 W. 175th ST.  
Mail this instrument to (NAME AND ADDRESS)  
HOMEWOOD, ILLINOIS 60430  
(CITY) (STATE) (ZIP CODE)



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and assigns of Mortgagee.

17. Mortgagee shall release this mortgage and lien thereon 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.

18. The Mortgagee and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, whether or not such persons shall have executed the note or this mortgage.

19. Mortgagee herein represents and warrants that the property has not in the past and is not presently used for hazardous waste storage and disposal, and that the property is not presently used for hazardous waste storage and disposal.

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

21. 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.

22. Upon or at any time after the filing of a complaint to foreclose the 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 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 taken or disposed of as a homestead or not, and the Mortgagee may be appointed as such receiver.

23. The 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 time 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 appropriate in the exercise of such receiver's powers.

24. 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.

25. 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 cost and expense 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 note, with interest thereon as herein provided; 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.

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