

UNOFFICIAL COPY

THIS INSTRUMENT, made NOVEMBER 6TH 1992, between

LUCIOUS L HOUSE MARRIED TO ANNA HOUSE

804 S 20TH AVE

MAYWOOD IL

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

herein referred to as "Mortgagors", and

FLEET FINANCE, INC

2311 W 22ND ST OAK BROOK, ILLINOIS 60521

(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 SIXTEEN THOUSAND THREE HUNDRED & FORTY THREE 04/100 DOLLARS (\$ 16,343.04), 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 12TH day of NOVEMBER 1999, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, by writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 2311 W 22ND ST OAK BROOK ILLINOIS 60521

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

LOTS 56 AND 57 IN BLOCK 2 IN AUSTIN HEIGHTS BEING A SUBDIVISION OF BLOCKS 1 TO 4 INCLUSIVE OF A KNISLEY'S ADDITION TO CHICAGO BEING A SUBDIVISION OF ALL THAT PART LYING NORTH OF SOUTH 108 ACRES OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS

COMMONLY KNOWN AS: 106-108 PARKSIDE CHICAGO, IL
P.I.N# 16-17-204-031

DEPT. OF RECORDING \$23.50
TRAN 1460-11/16/92 14:19:00
\$4257.00 E * 92-858492

THIS IS NON HOMESTEAD PROPERTY AS TO ANNA HOUSE

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 placed primarily and on a party 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: LUCIOUS L HOUSE MARRIED TO ANNA HOUSE

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 or assigns.

Witness the hand... and seal... of Mortgagors the day and year first above written.

PLEASE PRINT OF TYPE NAME(S) BELOW SIGNATURE(S)
Lucious L House
LUCIOUS L HOUSE

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 LUCIOUS L HOUSE MARRIED TO ANNA HOUSE personally known to me to be the same person S whose name S 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 6TH day of NOVEMBER 1992.
Commission expires 19 Dorinda Weigh
Notary Public

This instrument was prepared by LISA B KOSMATINE 2311 W 22ND ST OAK BROOK IL 60521

Mail this instrument to: FLEET FINANCE, INC, 2311 W 22ND ST OAK BROOK, ILLINOIS 60521



RECORDERS OFFICE BOX NO. 2311 W 22ND ST OAK BROOK IL 60521

IL-MTL. REV. 9-82 CONTROL NO. 00714025 ILF 600

1. (1) promptly repair, restore or rebuild any building or improvements now or hereafter on the premises which may become damaged or destroyed by fire, lightning, explosion, flood, wind, hail, earthquake, riot, civil disturbance or other cause for which the mortgagor is not responsible.

(2) promptly pay taxes, assessments or charges on the premises, including property taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall, upon written request, furnish to Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

2. Mortgagee shall pay before any party attaches its 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 duplicate receipts therefor. To prevent default hereunder Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

3. In the event of the enforcement after the date of any tax or charge deducted from the value of land for the purpose of taxation any lien thereon, or imposing upon the mortgagor the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagee, or changing in any way the law relating to the taxation of mortgagor's interest in the property, or the manner of collection of same, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments, or otherwise discharge the mortgage, provided, however, that if in the option of course for the mortgagor (a) it might be unduly to require Mortgagee to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to Mortgagee, to declare all or the indebtedness secured hereby to be and become due and payable (as if) by the mortgagor from the date of such action.

4. If by the laws of the United States of America or of any state having jurisdiction over the premises, any tax is due or becomes due in respect of the taxation of the note hereby secured, the Mortgagee consent and agree to pay such tax in the manner required by any such law. The Mortgagee further consent and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. At such time as the Mortgagee are not on default under the terms of the note secured hereby or under the terms of the mortgage, the Mortgagee shall have a lien in priority over the principal of said note (in addition to the principal of the required payments) as may be provided in said note.

6. Mortgagee shall have a lien on all buildings and improvements now or hereafter situated on said premises inured against loss or damage by fire, lightning and windstorm under policies effected by the mortgagor or hereafter, and will pay for payment by the mortgagor or hereafter of the same.

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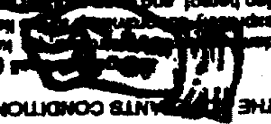
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