

20120333 OFFICIAL BUSINESS

MORTGAGE

THIS INDENTURE, made November 6, 1991 between the City of Harvey, a body politic and municipality of the State of Illinois, 15320 Broadway, Harvey, Illinois, 60426, herein referred to as "Mortgagee", and Doris Wesley, DIVORCED AND NOT SINCE REMARRIED, herein referred to as "Mortgagor(s)", witnesseth:

THAT WHEREAS the Mortgagor(s) is justly indebted to Mortgagee upon a Promissory Note of even date herewith, and on extensions and renewals in the principal sum of TWENTY NINE THOUSAND NINE HUNDRED & NINETY FIVE DOLLARS (\$29,995.00), payable to the order of and delivered to the Mortgagee, in and by which Note the Mortgagor agrees to forgive the repayment of said principal sum or so much thereof as may be forgiven from time to time, only if the following events do not occur during the term of this Mortgage and Note: (a) if the Mortgaged Property is sold, transferred, or is otherwise conveyed to any party without the consent of Mortgagee; (b) is no longer used as Mortgagor's primary residence; (c) if Mortgagor(s) dies during the term hereof and the Property is distributed by an estate, or otherwise, to a person who is not a blood relative; or (d) the Premises is used for a purpose for which H.U.D. Funds may not be utilized. If any of the above events occur, all of said principal which remains unpaid and therefore unforgiven as provided in the above referenced note, shall be 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 offices of the Mortgagee at 15320 Broadway, Harvey, Illinois 60426.

NOW THEREFORE, the Mortgagor(s) to secure to Mortgagee the repayment of the indebtedness, if required, by the terms of the Note and the Mortgage and the payment of all other sums, in accordance with the terms, provisions and limitations of this Mortgage, and the performance of the covenants and agreements herein contained by the Mortgagor(s) to be performed, and also in consideration of the sum of TWENTY NINE THOUSAND NINE HUNDRED & NINETY FIVE DOLLARS (\$29,995.00) in hand paid, the receipt whereof is hereby acknowledged, do by these presents MORTGAGE, CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors assigns, the following described Real Estate and all of its estate, right, title and interest therein, situated, lying and being in the City of Harvey, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Legal Description: The East 2-1/2 Feet of Lots 5 and all of Lots 6 and 8 in Block 88 in Harvey, in Section 17, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

DEED BY ... \$3,000
15-444 ...
1991:11 ...
COOK COUNTY, ILLINOIS

Common Address: 96 E. 155th Street, Harvey, ILLINOIS 60426
Permanent Index No.: 29-17-303-003

TOGETHER with all improvements, tenements, easements and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times now or hereafter erected or acquired as Mortgagor(s) may be entitled thereto (which are pledged primarily and on a party which said real estate and not secondarily) and all apparatus or equipment now or hereafter therein used to supply heat, gas, air conditioning, water, light, power, refrigeration and ventilation, shall be considered as constituting part of real estate.

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Mortgagor(s) shall be required to repay the unforgiven portion of the principal hereby secured, if any of the following events occur during the ten (10) year term of the Mortgage and as provided in the Note executed on even date herewith: (a) if the Mortgaged Property is sold, transferred, or is otherwise conveyed to any party without consent of Mortgagee, during the term of this Mortgage; (b) the Property is no longer used as Mortgagor's primary residence; (c) if Mortgagor(s) dies during the term hereof and the Property is distributed by estate or otherwise to a person who is not a blood relative; or, (d) the Premises is used for a purpose for which H.U.D. Funds may not be utilized.

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.

The record owner is Doris Wesley, DIVORCED AND NOT SINCE REMARRIED, and the Mortgagor(s) covenants that the Mortgagor(s) is lawfully seized of the estate hereby conveyed and has the right to Mortgage, Convey and Warrant the Property, and that the Property is unencumbered, except for encumbrances of record. Mortgagor(s) at his/her expense, covenants that the Mortgagor(s) warrants and will defend the title to the Property against all claims and demands, subject to encumbrances of record.

This Mortgage consists of 11 pages. The covenants, conditions and provisions appearing on Pages 1-8 are incorporated herein by reference and are a part hereof and shall be binding on Mortgagor(s), their successor(s) and assign(s).

Mortgagor(s) hereby waives to the extent authorized by law, any and all right of homestead and other exemption rights which would otherwise apply to the debt set out herein.

WITNESS THE HAND(S) AND SEAL(S) OF MORTGAGOR(S) THE DAY AND YEAR FIRST ABOVE WRITTEN.

Doris E. Wesley 11-6-91

County Clerk's Office

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John Hancock