

UNOFFICIAL COPY

MORTGAGE DEED (INDIV)
For Use With Note Form No. 1447

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THIS INDENTURE, made May 16, 1991, between
Dennis W. Martin & Jeanne A. Martin, his wife

5547 Maple Lane Midlothian, Ill. 60445
(NO. AND STREET) (CITY) (STATE)
herein referred to as "Mortgagors," and Mary M. Martin

3920 W. 105th Street Chicago, Ill. 60655
(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 Forty Five Thousand and no 00/100 DOLLARS (\$45,000.00), 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 1st day of June, 2021, 1991, 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 3920 W. 105th Street, Chicago, Illinois 60655 of such appointment, then at the office of the Mortgagee at

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and 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, doth convey and warrant unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real estate and all the estate, right, title and interest there-in, situated, lying and being in the Village of Midlothian, Cook County, Illinois

AND STATE OF ILLINOIS, to wit

LOT 46 IN MAPLE GROVE SUBDIVISION BEING A SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 9 (EXCEPT THE SOUTH 1637.38 FEET THEREOF AND ALSO EXCEPT THE 541.6 FEET THEREOF) IN TOWNSHIP 36 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PTN: 28-09-103-046-0000

C/K/A/: 5547 Maple Lane, Midlothian, Illinois 60445

92145383

which, with the property hereinafter described, is referred to herein as the "premises."

Permanent Real Estate Index Number(s): 28-09-103-046-0000

Address(es) of Real Estate: 5547 Maple Lane, Midlothian, Illinois 60445

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 pleaded primary and preeminent 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, heat, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restriction) the furnace, ducts, registers, window shades, storm doors and windows, light coverings, indoor 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 article ever after placed on the premises by the 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 Law, Chapter 51, 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: Dennis W. Martin & Jeanne A. Martin, his wife

This mortgage consists 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 Mortgagor on the day and year first above written

Dennis W. Martin

State of Illinois, County of Cook, in the State aforesaid, DO HEREBY CERTIFY that Dennis W. Martin & Jeanne A. Martin,

"OFFICIAL" "His wife"
IMPRINT JOHN T. MARTIN
SEAL
Notary Public
My Commission #
Given under my hand and official seal, this 16th day of May 1991
This instrument was prepared by John T. Martin, 221 N. LaSalle St-Suite 507, Chicago, IL 60601
Mail this instrument to John T. Martin, 221 N. LaSalle St-Suite 507, Chicago, IL 60601
Chicago Illinois 60601
OR RECORDER'S OFFICE, BOX NO. 2350

92145383

. DEPT-01 RECORDING \$23.50
. T#4444 TRAN 4590 03/06/92 10:38:00
. #8545 + D *--92-145383
. COOK COUNTY RECORDER

92145383

At own expense for Recorder's use only

AND STATE OF ILLINOIS, to wit

92145383

UNOFFICIAL COPY

17. Anytime before such payment of a reasonable fee to a provider, consumer may withdraw from the agreement or cancel the service and retain the right to receive a refund of any consideration received by the provider for the execution of such order.

18. This paragraph and paragraph 19 of all provisions hereof, shall extend to and be binding upon successors and all persons claiming under or through Assignees, and the word "Assignee", when used herein shall include all such persons and all persons claiming under or through Assignees or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Assignee" of the mortgagee shall include the successors and assigns of the mortgagee and assigees of the mortgagee name and the holder of the mortgage, from time to time, of the note secured hereby.

16. If the payment of said indebtedness, or any part thereof, be demanded at any time thereafter and before it has been paid in full force, the right of recourse against all such persons

15. The **Moratoriums shall fall periodically deposit** with the **Administrator such sum as the Administrator may reasonably require for pay-** **ment of taxes and assessments on the premises. No such deposit shall bear any interest.**

and authority to the party responsible same as in section 32 upon the same conditions.

Article (2) the delegation in case of a sale and delegation.

which may be necessary or the whole of said period. The court in such cases to rule upon whether the receiver may apply the receiver's compensation, possession, control, and expenses under

12. Upon completion of the degree or a certificate the student is eligible such graduation is held may apply to a receiver of said persons. Such application may be made either before or after such without regard to the time of application.

¹¹ The proceeds of any losses suffered by the promoters prior to the formation of the company were, under their terms, held over pending payment of such losses by the company.

and/or influenced by Mottershead in connection with (a) any proceedings, including proceedings and disturbing proceedings, to which the Mottershead Bill referred or (b) any preparation for the defence of any action of discrimination which might affect the provisions of the equality decree.

10. When the individual's history suggests that he or she has a tendency to respond with aggression, it is important that he or she be allowed to do so in a situation that does not pose a threat to others.

9. Motorcyclists should pay particular attention to the smoothness of the road surface, particularly at intersections, when the motorcycle is in the turns.

2. In case of certain other taxes, the liability of the assessee may be limited to payment of principal amount due to him or his dependents or to the extent of his share in the assets of the firm.

by fire, lightning and wind, which can under certain conditions cause damage to the insurance companies of money suffered either to pay the costs of repairing or replacing property lost by fire.

models as may be provided in said note.

5. At such time as the Mortgagors are not in default under either note the terms of the note secured hereby or under the terms of this

4. If, by the laws of the United States or of any state having its residence in the premises, any tax is due or becomes due upon the independent taxes so levied, there shall be paid into such state, by the collector of internal revenue, the amount of the same.

3. In the event of the enactment after this date of any law the purpose of which is to assessments or charges of persons by reason of their date of birth.

2. Mitigators shall pay before any penalties accrue all general losses, and shall pay specific losses, and shall pay general expenses which may deserve to compensate

1. Mortgagors shall (b) promptly repair, restore or rebuild any buildings or improvements now or hereafter in the premises which may become damaged or destroyed; (c) keep said premises in good condition and repair; and (d) pay taxes which may be levied on the premises for taxes on the real estate.