

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 March 11, 1992, between
Mary Ellen Salaam, 8219 S. Langley, Chicago
Paula Lingo, 3311 S. Calumet, Chicago

(NO AND STREET) Charyle Richmond (CITY) (STATE)

14234 S. Avalon (NO AND STREET) Dolton, Illinois (CITY) (STATE)

herein referred to as "Mortgagors," and

92165342

Above Space For Recorder's Use Only

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagor upon the installment note of even date herewith, in the principal sum of **Four thousand nine hundred-eleven and 19/100** DOLLARS (\$4,911.19), payable to the order of and delivered to the Mortgagor, 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 11th day of September, 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 Mortgagor at 14234 So. Avalon Dolton, Illinois.

NOW, THEREFORE, the Mortgagors do execute 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 Mortgagor, and the Mortgagor'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, town,

LOT 7 HARRY M. QUINN, INC. SUBDIVISION
 OF PART OF THE DEWEY AND VANCE SUBDIVISION OF THE SOUTH 1/2 OF SECTION 30,
 TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, A PLAT
 OF WHICH WAS RECORDED DECEMBER 30, 1983 AS DOCUMENT #3200229, IN COOK
 COUNTY, ILLINOIS.

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

DEPT-01 RECORDING \$23.56
 T#6000 TRAN 0664 03/13/92 13:20:00

20-30-321-031 Volume 437 # 63879 # L *-92-165342

Permanent Real Estate Index Number(s):

COOK COUNTY RECORDER

Address(es) of Real Estate: 7540 South Damen

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 par 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, 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 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 Mortgagor, and the Mortgagor'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 Law of the State of Illinois, to which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is

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 the day and year first above written.

Mary Ellen Salaam (Seal)

(Seal)

Paula Lingo (Seal)

(Seal)

State of Illinois, County of

in the state aforesaid, DO HEREBY CERTIFY that HARRY M. QUINN, INC. is the undersigned, a Notary Public in and for said County

IMPRINT
SEAL
HERE

personally known to me to be the same person to whom name is Charyle Richmond subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that it is signed, sealed and delivered the said instrument as 1992 free and voluntary act, for the uses and purposes herein set forth, including the release and waiver of the right of homestead.

Given under my hand and officia
Commission expires 1992 ROB SOUTHERLAND day of March 19, 1992 - Rob Sout - 19

This instrument was prepared by George E. Cole, Inc. on March 19, 1992 George E. Cole, Inc. George E. Cole, Inc. George E. Cole, Inc.

Mail this instrument to George E. Cole, Inc. George E. Cole, Inc. George E. Cole, Inc. George E. Cole, Inc.

George E. Cole, Inc. George E. Cole, Inc. George E. Cole, Inc. George E. Cole, Inc.

OR RECORDER'S OFFICE BOX NO. 60616 ZIP CODE 60616

UNOFFICIAL COPY

For Use With Note Form No. 1447

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE).

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the state of this form.

1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other 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 the Mortgagor; (4) complete within a reasonable time any building or building begun at any time in process of erection upon said premises; (5) conform to 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.

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

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, herein referred to as the Mortgagor and payment of the whole or any part of the taxes or assessments or charges or fees herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagor's interest in the property or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagor, shall pay such taxes or assessments, or reimburse the Mortgagor therefor; provided, however, that if in the opinion of counsel for the Mortgagor (a) it might be unlawful to require Mortgagors to make ~~NO AND STREET~~ 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 Mortgagor may elect, by notice in writing given ~~above space for R-10 del 51~~ at any time after the date of this mortgage, and before it becomes due and payable sixty (60) days from the giving of such notice,

4. If, by the THIRTY NINETH day of September, in the year of our Lord one thousand nine hundred and twenty two, the principal sum in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's SUCCESSORS AND ASSIGNEES against any liability incurred by reason of, payment to the order of undetermined to the Mortgagee, made by which note the Mortgagors promise to pay the said principal.

5. At such time and for so long as the mortgage and its installments are unpaid in full prior to the final payment of the balance due on the _____ day of _____, the whole secured hereby or under the terms of this mortgage, the Mortgagee may, at his option, and without notice to the holder of the note, make payment in cash to the holder of the note, or from time to time in installments, and in at rents) as may be provided in said note.

6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and wind, and shall pay all expenses providing for payment by the mortgagor of the full unpaid sum of money and said interest in accordance with the terms, prov cost of replacing ONE HUNDRED PERCENT OF THE PRESENT MARKET VALUE OF THE PROPERTY HEREIN DESCRIBED, BY THE MORTGAGEE TO BE PERFORMED, AND A under insurance companies of this city, and the responsible company shall be designated by the mortgagor, and a copy of the policy so issued shall be attached in consideration of the sum of One Thousand Dollars paid by the mortgagor to the mortgagor to be held and used in the payment of the taxes and assessments which may be levied on the above described real estate and which may become due and payable in the same.

- COUNTY OF **ILLINOIS**,
HARRY M. DUNN, INC., SUBDIVISION

**PRIOR TO THE
COUNTY OF**

THE COMMONWEALTH AND STATE OF ILLINOIS.

- In case of default, Mortgagor will, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest to any or all branches, if any, and purchase, discharge, compromise or settle any tax lien or other prior encumbrance on the property, or any tax sale or forfeiture affecting said premises or contest any tax or assessment. All money paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, shall be a debt due and payable by Mortgagor to protect the mortgaged premises and the then hereof, shall be a debt additional to the principal amount of the mortgage, due and payable without notice and with interest thereon at the highest rate now or permitted by Illinois law, duration of which never be considered as a waiver of the principal amount of the mortgage.

19. Mortgagors shall pay each ~~item~~^{item} of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when a default shall occur and continue for three days in the performances of any other agreement of the Mortgagors, herein contained, during the continuance of the same.

11. The proceeds of the premium shall be distributed among the Mortgagors' executors and heirs forever, for the purposes and upon the account of all persons set forth herein, and heretofore made payable by virtue of the Illinois Exemption Laws of the State of Illinois; which said rights and the paragraph hereof, the several parts hereof, and the covenants and conditions 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 overplus to Mortgagors, their heirs, executors, administrators or assigns, as their rights may appear.

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein.

12. Upon ~~the delivery~~^{the filing} of such application, the receiver, ~~trustee~~^{or assignee} of such receiver and area ~~of~~^a trustee or receiver of the premises, ~~trustee~~^{or assignee} of such receiver, may file a complaint in the court of common pleas of the county where the premises are situated, to appoint a receiver, ~~trustee~~^{or assignee} of such receiver, and to have judgment made in favor of such receiver, without notice, without regard to the solvency or insolvency 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 ~~dwelling~~^{dwelling} or ~~dwelling~~^{dwelling}. Such receiver shall have power to collect 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~~^{the} statutory period of redemption, whether there be redemption or not, as well as during any other times when Mortgagors, ~~or~~^{or} ~~any~~^{any} receiver, ~~trustee~~^{or assignee} of such receiver, 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 protection, possession, control, management and operation of the premises during the whole of such suit. 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~~^{secured} hereby by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien created by such decree, provided such application is made prior to foreclosure; (2) the costs of ~~foreclosure~~^{foreclosure} and deficiency.

13. No action for the enforcement of the notes or of any hereby certified 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.

14. The **IMPRESSE** shall have the **permitted** to inspect and copy the **exclusively** reasonable time necessary therefor and to subscribe to the foregoing instrument for the purpose.

15. The Mortgagors shall periodically deposit with the Mortgagee such sum for the payment of taxes and assessments on the premises as such deposit shall bear any interest.

16. If the payment of said indebtedness or portion thereof is delayed or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor shall remain liable in said premises, shall be bound to assent to such variation or release, and the Commission agrees to and upon notice given, shall continue in full force, the original contract and all rights being expressly reserved by the Mortgagors, notwithstanding any variation, extension, variation or release.

17. - Mortgagor shall release the above described property upon full payment and discharge of all indebtedness secured hereby, and payment of a reasonable fee to Mortgagee for the execution of such release.

18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness hereby created, whether or not such persons shall have executed the note or ~~STATE~~ mortgage. The word "Mortgagee" when used herein shall include the lessors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of ~~OR REORDER~~ DEED BOX NO.