

UNOFFICIAL COPY

92243559

MORTGAGE

THIS INDENTURE WITNESSETH That the undersigned,
 CHICAGO TITLE AND TRUST COMPANY.....
 of TRUSTEE OF TRUST #1095174, County of COOK, State of
 Illinois, hereinafter referred to as the Mortgagors, do hereby convey and Warrant to
 AVCO FINANCIAL SERVICES, INC., a
 corporation having an office and place of business at 1138 NORTH HARLEM AVENUE.....
 CHICAGO, ILLINOIS 60651.....
 Illinois, hereinafter referred to as the Mortgagee the following real estate situate in the County of
 COOK, State of Illinois, to-wit:

PIN 10-15-31/-052

THE SOUTHWESTERLY 5 FEET OF LOT 11 AND ALL OF LOT 12 AND THE
 NORTHEASTERLY 10 FEET OF LOT 13 IN BLOCK 24 IN KRENN AND
 DATO'S DAVENSHIRE MANOR BEING A SUBDIVISION OF THE SOUTH 1/2
 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD
 PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS 8935 NILES CENTER ROAD
 SKOKIE, ILLINOIS

. DEPT-01 RECORDING \$25.50
 . T#2222 TRAN 1905 04/09/92 15:31:00
 . #1610 \$ B *--92-243559
 . COOK COUNTY RECORDER

92243559

TOGETHER with all the buildings and improvements now or hereafter erected thereon and all fixtures and the rents, issues and profits thereof, of every name, nature and kind.

TO HAVE AND TO HOLD the said property unto said Mortgagee forever, for the uses and purposes herein set forth, free from all rights and benefits under the Homestead Exemption laws of the State of Illinois, which said rights and benefits said Mortgagors do hereby release and waive.

This mortgage is given to secure: (1) The payment of a certain indebtedness payable to the order of the Mortgagee, evidenced by the Mortgagors' Note of even date herewith in the Principal sum of TWENTY-ONE THOUSAND FOUR HUNDRED THIRTY-ONE DOLLARS AND ZERO CENT Dollars (\$21,431.00) payable in installments with a final maturity date of APRIL 15, 2002, together with interest at the rate provided in said note; (2) Any additional advances made by the Mortgagee to the Mortgagors or their successors in title, prior to the cancellation of this mortgage, and the payment of any subsequent Note evidencing the same, in accordance with the terms hereof; and (3) all advances made by the Mortgagee for the protection of its interest in the property. Additional advances under this mortgage shall not, however, exceed the additional Principal sum of TWENTY-ONE THOUSAND FOUR HUNDRED THIRTY-ONE DOLLARS AND ZERO CENT Dollars (\$21,431.00).

It is the intention hereof to secure the payment of the total indebtedness of the Mortgagors to the Mortgagee within the limits prescribed herein whether the entire amount shall have been advanced to the Mortgagors at the date hereof or at a later date or having been advanced shall have been paid in part and future advances thereafter made. All such future advances so made shall be liens and shall be secured by this mortgage equally and to the same extent as the amount originally advanced on the security of this mortgage, and it is expressly agreed that all such future advances shall be liens on the property herein described as of the date hereof.

THE MORTGAGORS COVENANT: (1) The term "indebtedness" as herein used shall include all sums owed or agreed to be paid to the Mortgagee by the Mortgagors or their successors in title, either under the terms of said Note as originally executed or as modified and amended by any subsequent Note, or under the terms of this mortgage or any supplement thereto or otherwise; (2) To repay to the Mortgagee the indebtedness secured hereby, whether such sums shall have been paid or advanced at the date hereof or at any time hereafter; (3) To pay when due all taxes to the Mortgagee promptly upon demand; (4) To keep the buildings and improvements situated on said property continually insured against fire and such other hazards, in such amount and with such carrier as the Mortgagee shall approve, with loss payable to the Mortgagee as interest may appear; (5) Neither to commit nor to suffer any strip, waste, impairment or deterioration of the mortgaged premises or any part thereof, and to maintain the mortgaged premises in good condition and repair; (6) To comply with all applicable laws, ordinances,

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rules and regulations of any nation, state or municipality and neither to use nor to permit the property to be used for any unlawful purpose; (7) To keep the mortgaged premises free from liens superior to the lien of this mortgage, except as aforesaid, and to pay when due any indebtedness which may be secured by lien or charges on the premises superior to the lien hereof; (8) That no sale, assignment or conveyance of any kind of any legal or equitable interest in the premises will be made without the prior written consent of the Mortgagee; (9) That time is of the essence of this mortgage and of the Note secured hereby and no waiver of any right or obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof, or of any Note secured hereby, and that the lien of this mortgage shall remain in full force and effect during any postponement or extension of the time of payment of indebtedness or any part thereof secured hereby; (10) That in the event the ownership of the mortgaged premises or any part thereof becomes vested in a person or persons other than the Mortgagors, the Mortgagee may without notice to the Mortgagors deal with such successor or successors in interest with reference to this mortgage and the indebtedness hereby secured in the same manner as with the Mortgagors; (11) That upon the commencement of any foreclosure proceeding hereto the court in which such suit is filed may at any time, either before or after sale and without notice to the Mortgagors, appoint a receiver with power to manage, rent and collect the rents, issues and profits of said premises during the pendency of such foreclosure suit, and the statutory period of redemption, and such rents, issues and profits, when collected either before or after any foreclosure sale, may be applied toward the payment of the indebtedness or any deficiency decree, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership; and upon foreclosure and sale of said premises there shall first be paid out of the proceeds of such sale a reasonable sum of plaintiff's attorney's fees, and all expenses of advertising, selling and conveying said costs, master's fees and costs of procuring or completing an abstract of title, title guaranty policy or Torrens Certificate showing the complete title of said premises, including the foreclosure decree and Certificate of Sale; there shall next be paid the indebtedness secured hereby, and finally the overplus, if any shall be returned to the Mortgagors. The purchaser at said sale shall have no duty to see to the application of the purchase money.

If there be only one mortgagor, all plural words herein referring to Mortgagors shall be construed in the singular.

IN WITNESS WHEREOF the Mortgagors have hereunto set their hands and seals this2ND..... day ofAPRIL..... A.D. 1992.....

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in loan purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, written or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY, as Trustee as aforesaid and not personally.

By: [Signature] ASSISTANT VICE PRESIDENT
Attest: [Signature] ASSISTANT SECRETARY

Corporate Seal

STATE OF ILLINOIS,)
COUNTY OF COOK) SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____ 1992

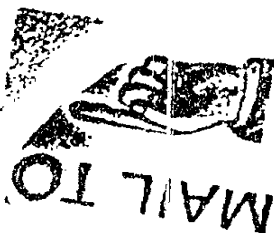
Notarial Seal

Notary Public

NR6-1

This instrument was prepared by... CAROLE DIANA, 7138 NORTH HARLEM AVE., CHICAGO, IL, (Name and Address)

MAIL TO:



ALCO Financial Services

7138 N Harlem Av

Chicago IL 60631

MORTGAGE

Chicago Title & Trust Co

us trustee of trust

#1095174

10

ALCO Financial Services

7138 N Harlem Av

Chicago IL 60631

92243559

92243559

Notarized Document in Full

UNOFFICIAL COPY

MORTGAGE

Chicago Title + Trust Co
as trustee of trust
#1095174
Aveo Financial Services
7138 N Harlem Av.
Chicago IL 60631



MAIL TO:

Aveo Financial Services
7138 N Harlem Av
Chicago IL 60631

This instrument was prepared by... LARLE DIANA, 7138 NORTH HARLEM AVE., CHICAGO, IL, Notary Public

Commission expires.....
19...92.....
Given under my hand and Notarial Seal this ... day of ... A.D.
act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
signed, sealed and delivered the said instrument as
subscribed to the foregoing instrument appeared before me this day in person and acknowledged that
personally known to me to be the same person, whose name
CHICAGO TITLE AND TRUST COMPANY
I, a Notary public, in and for the said county in the state of aforesaid do hereby certify that.....

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
COUNTY OF COOK)

PLEASE PRINT OR TYPE NAME(S) BELOW
CHICAGO TITLE AND TRUST

(Seal)

(Seal)

rules and regulations of any nation, state or municipality, and neither to use nor to permit the property to be used for any unlawful purpose; (7) To keep the mortgaged premises free from liens superior to the lien of this mortgage, except as aforesaid, and to pay when due any indebtedness which may be secured by lien or charges on the premises superior to the lien hereof; (8) That no sale, assignment or conveyance of any kind of any legal or equitable interest in the premises will be made without the prior written consent of the Mortgagee; (9) That time is of the essence of this mortgage and of the Note secured hereby and no waiver of any right or obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof, or of any Note secured hereby, and that the lien of this mortgage shall remain in full force and effect during any postponement or extension of the time of payment of

CHICAGO

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USA 022(12/80) II

THE MORTGAGORS COVENANT: (1) The term "indebtedness" as herein used shall include all sums owed or agreed to be paid to the Mortgagee or their successors in title, either under the terms of said Note as originally executed or as modified and amended by any subsequent Note, Mortgagee the indebtedness secured hereby, whether such sums shall have been paid or advanced at the date hereof or at any time hereafter; (2) To repay to the Mortgagee promptly upon demand; (3) To pay when due all taxes to the Mortgagee promptly upon demand; (4) To keep the buildings and improvements situated on said property continually insured against fire and such other hazards, in such amount and with such carrier as the Mortgagee shall approve, with loss payable to the Mortgagee as interest may appear; (5) Neither to commit nor to suffer any strip, waste, impairment or deterioration of the mortgaged premises or any part thereof, and to maintain the mortgaged premises in good condition and repair; (6) To comply with all applicable laws, ordinances,

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This mortgage is given to secure: (1) The payment of a certain indebtedness payable to the order of the Mortgagee, evidenced by the Mortgagee's Note of even date herewith in the Principal sum of TWENTY-ONE THOUSAND FORTY-HUNDRED THIRTY-ONE DOLLARS AND ZERO CENTS Dollars (\$21,431.00) payable in installments with a final maturity date of APRIL 15, 2007, together with interest at the rate provided in said note; (2) Any additional advances made by the Mortgagee to the Mortgagee or their successors in title, prior to the cancellation of this mortgage, and the payment of any subsequent Note evidencing the same, in accordance with the terms hereof; and (3) all advances made by the Mortgagee for the protection of its interest in the property, additional advances under this mortgage shall not, however, exceed the additional Principal sum of TWENTY-ONE THOUSAND FORTY-HUNDRED THIRTY-ONE DOLLARS AND ZERO CENTS Dollars (\$21,431.00).

TO HAVE AND TO HOLD the said property unto said Mortgagee forever, for the uses and purposes herein set forth, free from all rights and benefits and from the Homestead Exemption laws of the State of Illinois, which said rights and benefits said Mortgagee hereby release and waive.

TOGETHER with all the buildings and improvements now or hereafter erected thereon and all fixtures and the rents, issues and profits thereof, of every name, nature and kind.

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 #1610 # B #92-243559
 COOK COUNTY RECORDER

COMMONLY KNOWN AS 8955 NILES CENTER ROAD
 SKOKIE, ILLINOIS

THE SOUTHWESTERLY 5 FEET LOT 11 AND ALL OF LOT 12 AND THE
 NORTHWESTERLY 10 FEET OF LOT 13 IN BLOCK 24 IN KIRKMAN AND
 DATAS DAVENSHIRE MANOR BEING A SUBDIVISION OF THE SOUTH 1/2
 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD
 PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN 10-15-31-052

THIS INDENTURE WITNESSETH That the undersigned,
 CHICAGO TITLE AND TRUST COMPANY
 of TRUSTEES OF TRUST #1092174, County of Cook, State of
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 AYO FINANCIAL SERVICES, INC., a
 corporation having an office and place of business at 1138 NORTH HARLEM AVENUE,
 CHICAGO, ILLINOIS 60641,
 Illinois, hereinafter referred to as the Mortgagee the following real estate situate in the County of
 Cook, State of Illinois, to-wit:

MORTGAGE 9 2 2 4 3 5 9
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