

# UNOFFICIAL COPY

MORTGAGE

92261717

THIS INDENTURE WITNESSETH That the undersigned, .....  
 JAMES W. ZOLLER AND PRICILLA ZOLLER  
 of 1204 NIPPERI STREAMWOOD, 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 60641, hereinafter referred to as the Mortgagee the following real estate situate in the County of COOK, State of Illinois, to-wit:

PIN 06-26-207-008

LOT 4053 IN WOODLAND HEIGHTS UNIT 11, BEING A SUBDIVISION IN SECTION 26, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN HANOVER TOWNSHIP, ACCORDING TO THE PLAN THEREOF RECORDED IN RECORDER'S OFFICE JUNE 24, 1969 AS DOCUMENT 20880926 IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 1204 NIPPERI AVENUE  
 STREAMWOOD, ILLINOIS 60107

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DEPT-01 RECORDING 423.50  
 T#2222 TRAN 2291 04/21/92 10:52:00  
 \$2694.50 \* 92-261717  
 COOK COUNTY RECORDER

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TOGETHER with all the buildings and improvements now or hereafter erected thereon and all fixtures and the rents, issues and profits thereof, of every 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 EIGHTEEN THOUSAND FOUR HUNDRED TWENTY-THREE AND FIFTY CENTS Dollars (\$18423.50) payable in installments with a final maturity date of APRIL 20, 1997, 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 EIGHTEEN THOUSAND FOUR HUNDRED TWENTY-THREE AND FIFTY CENTS Dollars (\$18423.50).

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 municipal ty, 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 or 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 purchases 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 this 16TH day of APRIL A.D. 1992

PLEASE PRINT OR TYPE NAME(S) BELOW

JAMES W. ZOLLER (Seal)

PRICILLA ZOLLER (Seal)

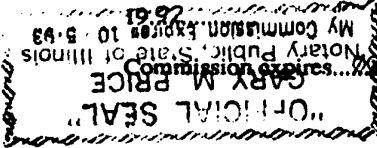
STATE OF ILLINOIS ) COUNTY OF COOK )

ss:

ACKNOWLEDGEMENT

I, a Notary public, in and for the said county in the state of aforesaid do hereby certify that JAMES W. ZOLLER AND PRICILLA ZOLLER ARE personally known to me to be the same persons whose name subscribed to the foregoing instrument appeared before me this day in person and acknowledged that A signed, sealed and delivered the said instrument as THEIR own 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 Notarial Seal this 16TH day of APRIL A.D.



GARY M. PRICE Notary Public, State of Illinois My Commission Expires 10-5-93

Notary Public

This instrument was prepared by CAROL E. DIANA, 7138 N. HARLEM AVE., CHICAGO, IL 60631 (Name and Address)

MORTGAGE

MAIL TO: Alca Financial Services 7138 N. Harlem Chicago IL 60631 James + Patricia Zoller 1204 N. Pratt Streamwood IL 60107

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