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)		DEPT-01 RECORDING \$23.50 - T#4444 TRAN 9925 06/05/92 14:08:00
THIS INDENTURE, made	April 13, 1992 19 betwee	, \$4115 ÷ D +92-399569
	ams & Wf. Maggie (joint tenancy)	. COOK COOKE NUMBER
Duna e	und of the congression	-
633 24th Ave,	Bellwood, II. 60104	-
(NO. AND ST		92399569
herein referred to as "Mortgo	gagors" and	_ 34033403
Discount Home Rea		_
4501 N. Cumberla		_
(NO. AND ST	STREET) (CITY) (STATE)	Above Space for Recorder's Use Only
herein referred to as "Mortgo THAT WHEREAS the	e Mortgagors are justly indebted to the Mortgagee pursuant to	to a Retail Installment Contract of even date herewith, in the Amount
Financed of Three Thou	ousand One Hundred Fighty Iwo Dollars	5 & U0/1UU 3182_00), payable to the order of
principal balance of the Amo- Contract from time to time at 30 days after comp- together with interest after m is made payable at such place of the holder at <u>Discot</u> NOW, THEREFORE, Installment Contract and this presents CONVEY AND WA estate, right, title and interest COUNTY OF	gee, in and by which contract the Mortgagors promise to payout Financed at the Annual Percentage Rate of 24.9 are paid in 59 monthly installments of \$ 1.0 and on the same day of each month there nature, ty it the Annual Percentage Rate of 24.98% to as the noof, for soft the contract may, from time to time, in writing the Mortgago's, to secure the payment of the said sum in as Mortgage, and the performance of the covenants and agreems at Mark ANT unit are Mortgagee, and the Mortgagee's success therein, situate, lying and being in the Village COOK	y the said Amount Financed together with a Finance Charge on the B in accordance with the terms of the Retail Installment 93.35 cach, beginning eafter, with a final installment of \$ 93.35 cach, beginning as stated in the contract, and all of said indebtedness ing appoint, and in the absence of such appointment, then at the office accordance with the terms, provisions and limitations of that Retail ents herein contained, by the Mortgagors to be performed, do by these iors and assigns, the following described Real Estate and all of their e of Bellwood. AND STATE OF ILLINOIS, to wit:
Subdivision of the Third	umming's and Foreman real Estate Corp n to the Southwest 1/4 of Section 10, ed Principal Meridian, in Cook County	Township 39 North, Range 12, East
PERMANENT REAL EST	TATE INDEX NUMBER: 15-10-317-009) _{**}
ADDRESS OF PREMISE	es: 633 24th Ave Bellwood, Il. 60104	2
PREPARED BY:	Discount Home Remodeling	9009569
	4501 N. Cumberland Norridge, Il. 60104	10/4's
TOGETHER with all im long and during all such times a all apparatus, equipment or art single units or centrally contro coverings, awnings, stoves and agreed that all similar apparat constituting part of the real est TO HAVE AND TO HO herein set forth, free from all rig Mortgagors do hereby expressi	as Mortgagors may be entitled thereto (which are pledged pricticles now or hereafter therein and thereon used to supply herolled), and ventilation, including (without restricting the for dwater heaters. All of the foregoing are declared to be a part of thus, equipment or articles hereafter placed in the premises bestate. OLD the premises unto the Mortgagee, and the Mortgagee's eights and benefits under and by virtue of the Homestead Exemsly release and waive.	nees thereto belonging, and all relits, issues and profits thereof for so imarily and on a parity with said real estate and not secondarily) and eat, gas, air conditioning, water light, power, refrigeration (whether regoing), screens, window shades, storm doors and windows, floor if said real estate whether physically weached thereto or not, and it is by Mortgugors or their successors or a signs shall be considered as successors and assigns, forever, for the purposes, and upon the uses aption Laws of the State of Illinois, which said rights and benefits the
This mortgage consists	s of two pages. The covenants, conditions and provisio	ons appearing on page 2 (the reverse side of this mortage) are
Witness the hand an	erence and are a part hereof and shall be binding on nd seal of Mortgagors the day and year first above writ	tten.
\mathcal{D}_{ϵ}	Janul Q. Williams (Seal)	Washing Want
PLEASE X	Daniel J. Williams	Maggie/Williams
PRINT OR (TYPE NAME(S) BELOW		a'S/k, 1
BELOW SIGNATURE(S)	(Seal)	
State of Illinois, County of		I, the undersigned, a Notary Public in and for said County in
the	State aforesaid DO HEREBY CERTIFY that	
	Daniel J. Williams & Wf. Maggie (joi	int tenancy) ce_ subscribed to the foregoing instrument, appeared before me this day in
SEAL pers	rson, and acknowledged that 🛨 how signed, sealed and delivered the	the said instrument as their free and voluntary act, for the
HERE DEFICIAL SE	re-and purposes therein set forth, including the release and waiver of	If the right of homestead.
Given pader in land End descript	TAL 13th day of Apri	192
Commission expire Public CT	NNER B 19 19	July M. Consul Notary Public
COMMISSION EXP MA	AR 16,1991/A	

UNOFFICIAL COPY

ADDITIONAL CONVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORTGAGE AND INCORPORATED THEREIN BY REFERENCE.

- 1. Mortgagors 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 Mortgagee or to holder of the contract; (4) complete within a reasonable time any buildings now or at any time in process of erection upon said premises; (5) comply with 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 Mortgagee or to holders of the contract 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. Mortgagors shall keep all buildings and improvements now and hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the contract, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies including additional and renewal policies to holder of the contract and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case of default therein, Mortgagee or the holder of the contract may, 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 payments of principal or interest on prior encumbrances, if any, and purchase, discharge, composition or settle any tax lien or other prior lien on title or claim thereof, or redeem from any tax sale or forfeiture, affecting said premises or contest any tax or assessment. All moneys paid for any of these purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee or the holders of the contract to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness ascured hereby and shall become immediately due and payable without notice. Inaction of Mortgagee or holders of the contract shall never be considered as a value of any right accruing to them on account of any default hereunder on the part of the Mortgagors.
- 5. The Mortgagee or the holder f, the contract hereby secured making any payment hereby authorized relating to taxes and assessments, may do so according to any bill, statement or estimate procured f on the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item of indet see ness herein mentioned, when due according to the terms hereof. At the option of the holder of the contract, and without notice to the Mortgagors, all unpaid in Jutedness secured by the Mortgage shall notwithstanding anything in the contract or in this Mortgage to the contrary, become due and payable (a) in the case of defoult in making payment of any instalment on the contract which default shall continue for 30 days, or (b) when default shall occur and continue for three days in the parformance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured shall become dur whicher by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof, there shall be allowed and notice dissaid and additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee or holder of the contract for attorneys fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be set mated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens of the contract may deem to be reasonably necessary either to prosecute such suffer to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures ar expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, when paid or incurred by Mortgagee or holder of the contract in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a paily, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced or (c) preparations for the defense of any threatened suit or the foreclosure hereof after the premises or the security hereof whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and a profession of the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the contract, third, all other indebtedness, if any, remaining unpaid on the contract, fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 9. Upon, or at any time after the filing of a bill to foreclose this mortgage the court in which suc' bill is filed may appoint a receiver of said premises. Such apointment may be made either before or after sale without regard to the solvency or insolve ucy 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 comestead or not and the Mortgagee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises of said premises of such foreclosure suit and, in case of a sale and a deficiency during the full statutory period of redemption, whether there be redemption of the profits of said premises when Mortgagors, except for the intervention 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 at a whole of said period. 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 indef courses secured hereby, or by any decree foreclosing this Mortgage or any tax, special assessment or other lien which may be or become superior to the lien hereo of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 10. No action for the enforcement of the lien or any provision hereof 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 contract hereby secured.
- 11. Mortgagee or the holder of the contract shall have the right to inspect the premises at all reasonable times and access then to an ill be premisted for that purpose.
- 12. If Mortgagors shall sell, assign or transfer any right, title or interest in said premises, or any portion thereof, without the written consent of the holder of the contract secured hereby, holder shall have the right, at holder's option, to deleare all unpaid indebtedness secured by this mortgage to be immediately due and contract or this mortgage to the contrary notwithstanding.

Store	.valuable consi	ontract or this mortgage to the contrary notwithstanding. ASSIGNMEN DERATION, Mortgagee hereby sells, assigns and transfer		· · · · · · · · · · · · · · · · · · ·
Date.		~ (L)		
D E L	NAME STREET	SMITH ROTHCHILD FINANCIAL CORP. 221 N. LaSALLE ST., SUITE 1300	FOR RECORDERS INDEX PUR ADDRESS OF ABOVE DESCR	
V E R	(IIY	CHICAGO, ILLINOIS 60601	The Instrument Wa.	. Prepared By
Ÿ	INCOME COMPANIO	OP	(Name)	(Addms)