I.FMONE

# 22-28-210-017 Order# 259324

## TOPEA DE LA CONTROL DE LA CONT

Appoint No.

THIS MORTGAGE made thisath qua obeialambias

1993

. between the

Morigacquicas A. ESPOSITO, (DIVORCED NOT SINCE REMARRIED), whose address is 880 WOODCREST AVENUE 880 WOODCREST AVENUE TL 60439

, (herein "Mortgagor"), and the

Mortgagee, BANC ONE FINANCIAL SERVICES, INC., an Indiana Corporation, whose address is 401 EAST NORTH AV NUE

VILLA PARK IL 60181

(herein "Mortgagee").

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of \$15463.92

. which

indebtedness is evidenced by Mortgagor's note or other debt instrument datedseptement 24 1993 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid,

due and payable on OCTOBER 01 1998

TO SECURE to Mortgages the repayment of the indebtedness evidenced by the Note, with interest thereon, together with any renewals, modifications or extensions thereof, either in whole or in part, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Mortgagor herein contained, Mortgagor does hereby mortgage, grant, convey and warrant to Mortgages the following described property located in the County of COOK , State of Illinois

ATTES, BEING.
AN, IN COOK COUN.

AN, IN COOK COUN.

STATISTICAL STATES OF COUNTY COUNT LOT 64 IN OLD PERBY ESTATES, BEING A SUBDIVISION IN THE WEST 1/2 OF THE NORTHEAST 1// O' SECTION 28, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

\$23.00

T#3333 TRAN 2977 09/28/93 16:00:00 **>−93~778192** 

COOK COUNTY RECORDER

which has the address of 880 WOODCREST AVENUE LEMONT II 60439 (herein "Property Address");

(City)

. Iilinois

TOGETHER with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection therewith (all of which together with said property is hereinafter referred to as the "Mortgaged Premises"), and all the rents, issues, income and profits thereof.

Mortgagor covenants that Mortgagor is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Mortgaged Premises, that the Mortgaged Premises are unencumbered (except as has been previously disclosed to Mortgages), and that Mortgagor will warrant and defend generally the title to the Mortgaged Premises against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagee's interest in the Mortgaged Premises.

This Instrument prepared by

Form No 42 2791 F

- Mortgagor covenants and a rees with wortgages that

  1. Mortgagor will pay the indubted her table ore invided in the dho paying ally d cy hereunder; keep the improvements on the property insured against loss or damage by fire and such other risks customarily covered by fire and extended coverage insurance in amounts as may be required from time to time by Mortgagee and procured from an insurance company chosen by Mortgagor and acceptable to Mortgagee; observe and perform all covenants, terms and conditions of any prior mortgage or any lease if this Mortgage is on a leasehold; keep the Mortgaged Premises in good repair; promptly pay all taxes, assessments, and legal charges against said property, insurance premiums, installments of principal and interest on any prior mortgage, and, to the extent permitted by law, reasonable attorney's fees and court costs which actually are expended in the enforcement or defense of the terms of this Mortgage or the lien hereof or of any other instrument evidencing or securing the loan plus fees paid public officers for filling, recording and releasing this Mortgage or any other instrument securing this loan, and in the event of default in any payment the Mortgagee may pay the same and the Mortgagor shall repay the Mortgagee the amount so paid together with interest at the highest rate provided for in the Note secured hereby not to exceed the highest amount permitted by law, and all sums so paid will be secured by this Mortgage; no improvements shall be removed or destroyed without the written consent of the Mortgagee, the Mortgagee shall be entitled to the appointment of a receiver in any action to foreclose; upon default being made in the payment of any of the installments heretofore specified on the due date thereof, or upon default in any of the terms, covenants or conditions of this Mortgage or of the Note secured hereby, or in the event Mortgagor shall abandon the Mortgaged Premises, die, become bankrupt or insolvent, or make an assignment for the benefit of creditors, or in the event of sale or transfer of the premises by the Mortgagor without the consent in writing of the Mortgagos, or if waste shall be committed or permitted, or should any action or proceedings be filled in any court to enforce any lish on, claim against, or interest in the above described real estate, then the entire unpaid balance shall immediately become due and payable at the option of the Mortgagee
- 2. All policies of incurance shall contain proper clauses making all sums recoverable upon such policies payable to Mortgagee and to Mortgager as their respective interests may appear, and shall not be subject to cancellation without thirty (30) days' prior written notice to Mortgagee. Mortgager authorizes Mortgagee to endorse on Mortgager's behalf drafts reflecting such insurance proceeds, and the proceeds of any coride innation or eminent domain proceedings which are hereby assigned to Mortgagee, provided that Mortgagee shall remit to Mortgagor such surp'us, if any, as remains after the insurance or condemnation proceeds have been applied, at Mortgagee's site discretion, to the restoration of the Mortgaged Premises or to the satisfaction of all indicatedness secured by this Mortgagee's request, be delivered to and retained by Mortgagee until the indebtedness secured hereby is fully paid.
- 3. Any forbearance by Mortgages in exercising any right or remedy hereunder, under the Note or otherwise afforded by applicable law, shall not be a waiver of or preclude the subsequent exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Wintgages shall not be a waiver of Mortgages's right to accelerate the maturity of the indebtedness secured by this Mortgage.
- 4. All remedies provided in this Mortgage are district and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently. Indicoendently or successively. Each provision of this Mortgage shall be construed to the fullest extent possible to be in conformity with and velid and enforceable under all applicable law, but the invalidity or unenforceability of any particular provision of this Mortgage shall not affect or impair the validity or enforceability of any other provision of this Mortgage.

5. Mortgagor waives all right of Homestead Exemption, in the mortgaged property described herein.

6. Mortgagor Includes each person executing this instruction? The one, his heirs, successors and assigns and Mortgagee includes its successors, assigns and attorneys.

the summerood summerood statement and are before the con-	24	th SEPTE	MBER 1993
WITNESS WHEREOF, Mortgagor, and each of them, has o	Digation.	Se port	Mo.tgagor
	Vitness Vitness	. ESPOSTIO	Mortgagor
STATE OF ILLINOIS  COUNTY OF  DUPAGE  SS:	24th Si	PTENZER _	1993
by THOMAS A. ESPOSITO, DIVORCED WE Voluntary Act, for the uses and purposes therein set forth, inci-			SHERTHEIR Free and
"OFFICIAL SEAL" Glenn S. Kelley Notary Public State of Illinois My Commission Expires 11-30-96	Silven K	ELLEY DUPAGE	Notary Public
	State of My Commission Expires		-30-96
CT CARL MET LEW	401 FAST NORTH	AVENUE VI	ILA PARK IL 60181

THIS SPACE RESERVED FOR RECORDER'S USE