

REAL ESTATE MORTGAGE

Account No. 10206

9393871

1993

between the

THIS MORTGAGE made this 5th day of NOVEMBER 1993

Mortgagee, BANC ONE FINANCIAL SERVICES, INC., an Indiana Corporation, whose address is 508 SOUTH 46TH AVENUE, BELMWOOD, IL 60104

and the Mortgagor, (herein "Mortgagor"), whose address is 401 EAST NORTH AVENUE, VILLA PARK IL, 60181

(herein "Mortgagee"), WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of \$1309,28

which (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on DECEMBER 01 1998

TO SECURE to Mortgagee 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 Mortgagee herein contained, Mortgagee does hereby mortgage, grant, convey and warrant to Mortgagee the following described property located in the County of COOK, State of Illinois:

LOT 4 IN BLOCK 7 IN HILBERT'S ST. CHARLES ROAD SUBDIVISION FIRST ADDITION, BEING A SUBDIVISION, IN THE SOUTHEAST 1/4, SECTION 8, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE ACCORDING TO THE PLAT THEREOF RECORDED MARCH 21, 1929, AS DOCUMENT NO. 10316244, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING

\$25.00

145555 IRAN 5281 11/16/93 15142100

COOK COUNTY RECORDER

9393871

Order 279376
P.A.# 15-08-410-002

BOX 357

MAIL TO:

2500

which has the address of 508 SOUTH 46TH AVENUE BELMWOOD ILLINOIS 60104 (Address) Illinois

TOGETHER with all rights, privileges, interests, assessments, 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 seized 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 Mortgagee), and that Mortgagor will warrant and defend generally the title to the Mortgaged Premises against all claims and demands subject to any declarations, assessments, hereditaments, appurtenances, fixtures and improvements in a mortgage or other instrument conveying the same.

Mortgagee's interest in the Mortgaged Premises.

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THIS SPACE RESERVED FOR RECORDER'S USE

Page 2 of 2

Form No. 27 (2011 Edition)

This instrument prepared by

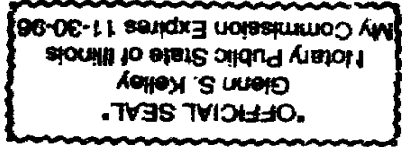
ROSEMARY GIOVANNETTI 401 EAST NORTH AVENUE VILLA PARK IL 60181

11-30-96

My Commission Expires

ILLINOIS

State of



County Notary Public

DUPAGE

Glenn Kelley

Voluntary Act, for the uses and purposes therein set forth, including the release and waiver of the Right of Homestead

A HIS/HER/THEIR Free and

by

The foregoing instrument was acknowledged before me this

15th

NOVEMBER

day of

1993

DUPAGE

SS:

STATE OF ILLINOIS

Mortgagor

Witness

Mortgagor

Witness

Glenn Kelley

WITNESS

IN WITNESS WHEREOF, Mortgagor, and each of them, has executed this Mortgage this 15th day of NOVEMBER 1993

1. Mortgagor will pay the indebtedness as hereinafter provided including paying any deficiency 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 Mortgagee 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 this Mortgage or the lien hereof or of any other instrument evidencing or securing the loan plus fees paid public officers for filing, 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 Mortgagee 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 Mortgagee 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 Mortgagee without the consent in writing of the Mortgagee, or if it shall be committed or permitted, or should any action or proceedings be filed in any court to enforce any lien 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 insurance shall contain proper clauses making all sums recoverable upon such policies payable to Mortgagee and to Mortgagee as their respective interests may appear, and shall not be subject to cancellation without thirty (30) days' prior written notice to Mortgagee. Mortgagee authorizes Mortgagee to endorse on Mortgagee's behalf drafts reflecting such insurance proceeds, and the proceeds of any condemnation or eminent domain proceedings which are hereby assigned to Mortgagee, provided that Mortgagee shall remit to Mortgagee such surplus, if any, as remains after the insurance or condemnation proceeds have been applied, at Mortgagee's sole discretion, to the satisfaction of the Mortgaged Premises or to the satisfaction of all indebtedness secured by this Mortgage. All such policies of insurance and all abstracts of title or title insurance policies covering the Mortgaged Premises shall, at Mortgagee's request, be delivered to and retained by Mortgagee until the indebtedness secured hereby is fully paid.

3. Any forbearance by Mortgagee in exercising any right or remedy hereunder, under the Note or otherwise afforded by applicable law, shall not be a waiver of or prejudice the subsequent exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage.

4. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded to the fullest extent possible to be in conformity with and valid 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. Mortgagee waives all right of Homestead Exemption in the mortgaged property described herein.

6. Mortgagee includes each person executing this instrument if more than one, his heirs, successors and assigns and Mortgagee includes its successors, assigns and attorneys.

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The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be insured under the loan policy to be issued pursuant to the above commitment number were fully disbursed on the order of the mortgagee or on the order of the mortgagor, and to the best knowledge and belief of the undersigned, the proceeds are not to be used to finance the making of future improvements or repairs on the land.

LENDER'S DISBURSEMENT STATEMENT

ATTEST: Secretary _____ President _____

Secretary under its corporate seal on the above date. President and attested by its Secretary under its corporate seal on the above date.

has caused these presents to be signed by its _____

CORPORATIONS IN WITNESS WHEREOF, _____

(Seal) (Seal) _____

INDIVIDUALS/BENEFICIARIES OF TRUSTS SELLER(S)

The mortgagor(s) (if any) certifies that the mortgage and the principal obligations it secures are good and valid and free from all defenses, that any person purchasing the mortgage and the obligations hereon is made for the purpose of better enabling the holder or holders from time to time, and to insure the purchasers or pledges thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representatives or assigns.

STATEMENT OF MORTGAGOR(S)

4) That the only occupants of the subject property are the sellers or purchasers, (if other than sellers or purchasers, give names and interest held)

- 1) No contracts for the furnishing of any labor or material to the land or the improvements thereon, and no security agreements or leases in respect to any goods or chattels that have or are to become attached to the land or any improvements thereon as fixtures, have been given or are outstanding that have not been fully performed and satisfied;
2) No unrecorded leases to which the land may be subject are for more than a three-year term or contain an option to purchase, right of renewal or other unusual provisions;
3) That there are no unrecorded contracts, deeds, mortgages, leases or options affecting the subject property, except as follows:

STATEMENT OF SELLER(S) AND PURCHASER(S)

With respect to the land described in the above commitment number, the signatories herein make the following statements for the purpose of inducing First American Title Insurance Company to issue the subject title policies.

ALTA LOAN AND EXTENDED COVERAGE POLICY STATEMENT Commitment No.: 279370 Date: 11-10-93

First American Title Insurance Company



17870005

P.N.# 15-08-410-002 Order 07932

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01988871

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