

UNOFFICIAL COPY

THIS INSTRUMENT, made APRIL 13, 1993, between:

ANDREW MILES, UNMARRIED

OF 11 EAST 118TH PLACE, CHICAGO, ILLINOIS 60628

(NO. AND STREET) (CITY) (STATE) herein referred to as "Mortgagors", and FLEET FINANCE, INC.

925 W 175th ST. HOMEWOOD, ILLINOIS 60430

(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee," witnesseth:

93281112

Above Space For Recorder's Use Only

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of NINE THOUSAND, FOUR HUNDRED FIFTY DOLLARS AND NO CENTS (\$9,450.00) payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 19th day of APRIL, 1998, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 925 W. 175th ST., HOMEWOOD, ILLINOIS 60430

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF CHICAGO, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 1 IN BLOCK 2 IN SAWYER'S SUBDIVISION OF BLOCK 4 IN FIRST ADDITION TO KENSINGTON A SUBDIVISION OF SECTION 22, 27, AND 28, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 22, 1888 AS DOCUMENT 1007461 IN COOK COUNTY, ILLINOIS.

TAX I.D. NUMBER: 25-22-320-001 c/k/a: 11 EAST 118th PLACE, CHICAGO, ILLINOIS 60628

DEPT-91 RECORDINGS \$23.00 TR8997 TRAN 7724 04/15/93 15:40:00 #3917 # 16-11-23-22 3.1.1.22 COOK COUNTY RECORDER

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which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are provided primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, in-door beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is: ANDREW MILES

This mortgage consist of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors or assigns.

Witness the hand... and seal... of Mortgagors the day and year first above written.

Andrew Miles (Seal) ANDREW MILES

PLEASE PRINT OF TYPE NAME(S) BELOW SIGNATURE(S)

(Seal)

(Seal)

(Seal)

(Seal)

State of Illinois, County of COOK ss., I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that ANDREW MILES, UNMARRIED

IMPRESS SEAL HERE

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his 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 official seal, this 13th day of APRIL, 1993

Commission expires FEBRUARY 18, 1995 Pamela A. Gordon Notary Public

This instrument was prepared by FLEET FINANCE, INC. (NAME AND ADDRESS) 925 W 175th ST. HOMEWOOD, IL 60430 (STATE) (ZIP CODE)

Mail this instrument to

MAIL TO

OR RECORDER'S OFFICE BOX NO.

IL-MTG., REV. 3/92 CONTROL NO. 90714006 KLF #38

23/93

and assigns of Mortgagee. The Mortgagee shall have the right to assign or to sublet the mortgage and to assign or to sublet the property...

17. Mortgagee shall release this mortgage and lien thereon by proper instrument upon payment and discharge of all indebtedness secured hereby and all provisions hereof that continue in full force the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien...

18. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, whether or not such persons shall have executed the note or the mortgage. The word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof of the Mortgagee named herein and the holder or holders from time to time, of the notes secured hereby.

19. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the priority of Mortgagee as at the time of application for such receiver, or without regard to the value of the premises or whether the same shall be occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, which shall be determined by law...

20. When the indebtedness hereby secured shall become due and payable, the Mortgagee shall have the right to foreclose the lien hereon. In any suit to foreclose the lien hereon, the Mortgagee shall be allowed and included as additional indebtedness in the decree for sale all expenses and disbursements which may be paid or incurred by or on behalf of Mortgagee for a term, year, years, apartments, fees, appraisals, fees, outlays for documentary and expert evidence, abstracts of title, the search, and examination, the insurance policy, Torrens certificates, and similar data and assurances with respect to title as to the condition of the title to or the value of the premises. All expenses and disbursements and interest thereon shall be paid by the Mortgagee as to such decrees and orders of the court, and the Mortgagee shall be allowed and included as additional indebtedness in the decree for sale all expenses and disbursements which may be paid or incurred by or on behalf of Mortgagee for a term, year, years, apartments, fees, appraisals, fees, outlays for documentary and expert evidence, abstracts of title, the search, and examination, the insurance policy, Torrens certificates, and similar data and assurances with respect to title as to the condition of the title to or the value of the premises...

21. The proceeds of any foreclosure sale of the premises shall be distributed and applied in 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 note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagee, their heirs, legal representatives or assigns, as their rights may appear.

22. Mortgagee shall pay each item of indebtedness hereby mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagee, all unpaid principal and interest secured by this mortgage shall, notwithstanding anything in the note or on the mortgage to the contrary, become due and payable, (a) immediately in the case of default in making payment of any installment of principal or interest on the mortgage; or (b) when default shall occur and continue for three days in a performance of any other agreement of the Mortgagee herein contained.

23. Mortgagee may, but need not, make any payment or perform any act heretofore required of Mortgagee, 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, compromise or settle any tax lien or other lien or other obligation or liability attaching to or against any property or interest of Mortgagee, in any form and manner deemed expedient, and may, but need not, make any payment or perform any act heretofore required of Mortgagee, 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, compromise or settle any tax lien or other lien or other obligation or liability attaching to or against any property or interest of Mortgagee, in any form and manner deemed expedient...

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