UNOFFICIAL COPY93315896

NAME AND ADDRESS OF MORTGAGOR

ROBERT O. WILLIAMS and HENRINECEPT

his vife

24 South 20th Avenue

Maywood, Illinois 60153

Astna Finance Company, d/b/a ITT Financial Services

NAME AND ADDRESS OF MORTGAGEE

1510-B West 75th Street

Downers Grove, Illinois 60516

DATE OF MORTGAGE

FUTURE ADVANCE AMOUNT

04/26/93

04/03/03

\$44288.03

AMOUNT OF MORTGAGE

WITNESSETH, That mortgagor, in consideration of a loan from mortgages evidenced by a Note bearing even date herewith in the amount shown above. Cook ther with interest thereon, does by these presents mortgage and warrant unto mortgagee, forever, the following described real estate located in . County State of Illinois, hereby releasing and waiving all rights under and by virtue of the nomesteed exemption laws of

Minois, to wit

The South Half of Lot Thirteen (13) and all of Lots Fourteen (14) and Fifteen (15) and North Half of Lot Sixteen (16) in Block Thirty-Six (36) in the Proviso Land Association's addition to Maywood in Section Ten (10), Township Thirty-Nine (39) North, Range Twelve

DEPT-01 RECORDING

\$23,50

(12), East of the Third Principal Meridian, in Cook County, Illinois.

T\$6666 TRAN 1797 04/28/93 15:10:00 \$2256 \$ *-93-315896

COOK COUNTY RECORDER

93315896

PERMANENT PARCEL TUDEX NO.: 15-10-117-024

This mortgage shall also secure advances by ne idengagese in an amount not to exceed the amount shown above as Future Advance Amount. Together with all buildings and improvements now or hereafter erected thereon and the rents, issues and profits thereof, and all acreens, awnings, shades, storms, seeh and blinds, and all heating, lighting, plum's gas, electric, ventilating, refingerating, and all-conditioning equipment used in connection therewith, all of which, for the purpose of this mortgage, shall be deemed fixtures and subject to the lian hereof, and the hereditaments and appurlenances pertaining to the property above described, all of which it is forced to hereinafter as the "premises" or the "mortyaged premises."

TO HAVE AND TO HOLD the premises unto mortgages, its swicessors and assigns, forever, for the purposes, and upon the conditions and uses herein set

The mortgagor hereby convenants that the mortgagor is saizer of a good title to the mortgaged premises in fee simple, free and clear of all liens and incumbrances, except as follows:

The Money Store/Illinois Inc., dated 5-3 -91, recorded 6-12-91, volume doc. #91283318, assigned to Lakeland Savings Bank, dated 5-31-91, recorded 9-10-91, volume doc. #91467337; subject to 1992 real estate taxes/

and the mortgagor will forever warrant and defend the same to the mortgages against all claims whatsoever.

PROVIDED ALWAYS, and these presents are upon this express condition, that if you mortgagor shall pay or cause to be paid to the mortgagor the indebtedness as expressed in the above described Note secured hereby according to the Jerms thereof and all renewals and extensions thereof, and all other present and future indebtedness of mortgager to mortgages (except subsequent consumer credit sales and direct toens made pursuant to the Illinois Consumer Finance Act), all of such indebtedness begin herein collectively referred to as the "indebtedness hereby secured," and finali make all other payments and perform all other terms, conditions, covenants, warranties and promises herein contained, then these presents shall cease and be void.

The mortgagor coverants with the mortgages that the interests of the mortgagor and of the mort gages in the premises shall be assessed for taxation and taxed together without separate valuation, and to pay before they become delinquent all taxes and assessments now or hereafter assessed or levied against this mortgage or the indebtedness hereby secured and on the premises described in this mortgage, and using every mortgage interest which this mortgage may have or be deemed to have in such premises by reason of this mortgage, and to deliver to the mortgage or the mortgages's representative on damand receipts showing the due payment thereof, hereby waiving and releasing all rights of offset or deduction against the indebtedness secured by this mortgage because of the payment of such taxes or assessments.

The mortgagor further covenants with the mortgagee to keep the mortgaged premises thaured for fire and axi and a coverage for the full incurable vali. thereof, to pay the orstitutes thereon when due and to comply with coinsurance provisions, if any, in insurance complimes approved by the mortgages, with tose payeole to the martgages as its interest may appear. All policies covering the mortgaged premises shall be deposit at with and held by the mortgages Loss proceeds, less expenses of collection, shall, at the mongages's opton, be applied on the indebtedness hereby secured, whether do or not, or to the

restoration of the mortgaged premises. The managager further covenants with the margages. (1) to pay the indebtedness hereby secured; (2) to keep the mortgage a premises in good tenantable condition and repair; (3) to keep the mortgaged premises free from liens superior to the lien of this mortgage; (4) not to commit waste nor suffer waste to be committed on the mortgaged premises; and (5) not to do any act which shall impair the value of the mortgage premises.

In case any such taxes or assessments remain unpaid after they become delinquent, or in case of failure to keep the mortgaged premises so insured, the approved patroles deposited, or the insurance premiums paid, or to keep the same in good condition and repair, free from liens and waste, the mortgage may on its part cure such delaults and all sums advanced for that purpose shall immediately be repaid to the mortgages and shall, unless so rebaid, be added to and deemed part of the indebtedness secured hereby, bear interest at the maximum legal rate allowed by illinois statute and form a lien upon the real estate

Upon breach or non-performance of any of the terms, conditions, covenants, warranties, or promises by the mortgagor contained herein, in said Note or any other evidence of an indebtedness secured hereby, said Note and all indebtedness herby secured shall, at the option of the mortgages and without further notice or demand, become immediately due and payable.

Mortgagor heraby waives all rights to possession of and income from the mortgaged premises for the period following commencement of any action to foreclase this mangage through expiration of any redemption period. Mangagor further agrees that upon commencement of an action to foreclase this mortgage, the court may appoint a receiver of the mortgaged premises, including homestead interest, and may empower the receiver to preserve and maintain the mortgaged premises and to collect the rents, issues and profits of said premises during the pendency of said action and until expiration of any redemption period, and may order such rents issued and profits when so collected, be applied first to the receivership expenses, including expenses incurred for necessary repears, for the payment of insurance premiums, taxes and assessments, and for commissions due the receiver, with the balance thereof being paid to the person entitled to a deed under the certificate of sale, or in reduction of the redemption money if said premises be redeemed as prescribed by law

Mongagor agrees to pay all expenses and disbursements paid or incurred in behalf of mongagee in connection with the foreclosure hereof including. without limitation, reasonable altorney's fees, abstracting orbite insurance fees, outlays for documentary evidence and all similar expenses or disbursements. All such expenses and displacaments shall be an additional lien upon the mortgaged premises, shall be taxes as coats and included in any decree that may be rendered in such foreclosure proceeding

If montgagor in an illinois corporation or a foreign corporation licensed to do business in the State of titinois, mortgagor hereby waives any and all rights of redemption from sets under any order or decree of foreclosure of this mortgage fully, on behalf of the mortgagor and, to the extent permitted by law, on behalf of every person or party acquiring any interest in or title to the mortgaged premises subsequent to the date of this mortgage

ioneys received, as aboyy provided los insurance less proceeds	d said ingrigaged primitiess infrare by assigned to mortgages with authority to apply or release the
IN WITHERS WHENEOF, this mongage has been strectured and delivered this	26th APRIL 93
Braned and seepfof in the presents or	MOHTGAGOR(S):
July Plus	x pobet o Williams
Man ha	ROBERT O. WILLIAMS
	(type name)
	X Thenew Clark Como Post
	HENRINE WILLTAMS
	(type name)
	(Seal)
	(type name)
	(type name)
IHDIVIDUAL	ACKNOWLEGEMENT
TATE OF ILLINOIS	
ounty of	
Personally came before me this 26TH day of AP(LI)	19 93 the above named
	to me known to be the person(s) who executed
e foregoing Instrument and actinomisedged the same as his (her or their) t at an	nd voluntary act. for the uses and purisones therein set forth.
"OFFICIAL SEAL "	
ADEFF HANNEMANN }	Coursey Manoes
MY COMMISSION EXPIRES 7/24/95	My Com Atricion expires 7- 24-95
CORPORATE	ACKNOWLE SEMENT
TATE OF ILLINOIS)	C
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) 98.	93315896
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•	President, and
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