

UNOFFICIAL COPY

(6)

MORTGAGEE (ILLINOIS)

94789849

THIS INDENTURE made 6-15 94 between

JOANNE HENRY

10153 S. STATE, CHICAGO, IL 60628
INT AND STREET INTM ISTATE

Neighb referred to as "Mortgagor" and
BLARD HOME IMP. CORP
5366 N. ELSTON, CHICAGO, IL 60630
INT AND STREET INTM ISTATE

herein referred to as "Mortgagee" witnesseth

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the Retail Installment Contract dated 7-15-94 in the sum of FIVE THOUSAND ONE HUNDRED DOLLARS 10,503.160.00, payable to the order of and delivered to the Mortgagee, in and by which contract the Mortgagors promise to pay the said sum in 84 installments of 124.16, each beginning 7-15-94, and a final installment of N/A, payable on 10, and all of said indebtedness made payable at such place as the holders of the contract may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of the holder at 5366 N. ELSTON, CHICAGO, IL 60630.

NOW THEREFORE the Mortgagors to secure the payment of the said sum 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, 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, STATE OF ILLINOIS to wit LOT 74 (EXCEPT THE NORTH STREET) AND THE NORTH 10 FEET OF LOT 73 IN ROSEMEAD HEIGHTS, BEING A SUBDIVISION OF ALL OR LOTS 2 AND 3 AND THAT PART OF THE SOUTH 5/8 OF LOT 4; LYING WEST OF MICHIGAN AVENUE, IN PETER BOON AND OTHERS SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM A TRACT BEING 6.319 FEET ON THE WEST LINE OF MICHIGAN AVENUE AND 81.42 FEET ON THE SOUTH LINE OF LOT 2) IN COOK COUNTY, ILLINOIS.

PIN # 25-10-316-008

94789849

DEPT-01 RECORDING \$23.50
T#0888 TRAM 1816 09/09/94 11:22:00
#6034 # JIB # - 74-789849
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

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 pledged primarily and exclusively 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, indoor 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 JOANNE HENRY

This mortgage consists 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 and assigns.

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

JOANNE HENRY

JOANNE HENRY

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

(initials)

(seal)

State of Illinois County of COOK

I, the undersigned, Notary Public in and for said County

JOANNE HENRY

"OFFICIAL SEAL"

Notary Public, Cook County, Illinois, do hereby certify to me to be the same person JOANNE HENRY whose name JOANNE HENRY is subscribed to the foregoing instrument. My Commission Expires Jan 6, 1997. I have this day in person and acknowledged that JOANNE HENRY signed, sealed and delivered the said instrument as a free and voluntary act for the uses and purposes therein set forth, including the release and waiver of all right in homestead.

Given under my hand and official seal this 15th day of JUNE 1994
Commission expires JAN 6th

JOANNE HENRY

19 94

Notary Public

3394

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

1. Mortgagor 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 encumbrances other than liens or claims for items not expressly subordinated to the lien hereof, (3) pay when due any indebtedness which may be secured by other charges on the premises superior to the lien hereof and upon request exhibit satisfactory evidence of the discharge of such prior obligations, (4) complete all covenants contained in the contract, (5) complete within a reasonable time any building or buildings now or at any time in process of construction, (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, (7) make all payments and observations as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes and strata fees, including but not limited to, water charges, sewer service charges and other charges against the premises when due, and shall upon written request furnish to Mortgagee true copies of the contract duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest to the authority provided by statute any tax or assessment which Mortgagors may desire to contest.

3. Mortgagor shall keep all buildings and improvements on the subject of the mortgage insured against loss or damage by fire, lightning and windstorms under policies providing for payment by the Lender in case of partial or total loss or damage, up to the cost of replacing or repairing the same or in pay to full the indebtedness so incurred hereby, and shall also keep all other property of the Lender insured under insurance policies payable in case of loss or damage to Mortgagee. Such right to demand continuation of the above insurance shall not affect the actualized face maturity and shall deliver all policies including additional and renewal policies to holder of the same now or hereafter issued or to be issued, and shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

5. The Mortgagor or the holder of the commercial paper may, at any time, make an estimate of the value of the property mortgaged or held as security, and the holder of the commercial paper, may do so according to any bill of statement prepared by him in the appropriate place.

6. Mortgagee shall pay each sum unpaid to him by reason of any default in the performance of the obligations of the holder of the contract, and without notice to the Mortgagee, shall pay to him defauit interest as set forth in the Mortgage Agreement, and all expenses relating to the contract or in this Mortgage to the contrary become due and payable from time to time in the aggregate amount of one-half percent of the unpaid principal balance of the contract or (b) when default shall occur and continue for three days to the performance of any obligation contained in the Mortgagor's herein contained.

8. The proceeds of any forced-lease sale of the premises shall be first used to satisfy all costs and expenses incident to the forced-lease proceedings, the holding over period and other items which under the terms hereof constitute specific debts due by the lessee to the lessor if any, remaining unpaid on the contract. Second, any surplus so arising shall be applied to the payment of the lessor's debts in priority. First, on account of all debts due to the lessor by the lessee, and second, on account of debts due to third persons, in accordance with paragraph hereof. Second, all debts due to the lessor by the lessee, and third, on account of debts due to third persons, in accordance with paragraph hereof. All debts due to the lessor by the lessee, and third, on account of debts due to third persons, in accordance with paragraph hereof. All debts due to the lessor by the lessee, and third, on account of debts due to third persons, in accordance with paragraph hereof.

9. Upon, or at any time after the filing of a notice of default by the mortgagee thereunder, such appointment may be made either before or after sale, or otherwise, with or without application for such receiver and without regard to the character of the premises or the nature of the debt, and the receiver so appointed shall have the same power as if he had been appointed as a trustee or not and the Mortgagee hereunder may be appointed as such receiver. Such receiver shall be responsible for the payment of all taxes, assessments, rents, issues and profits, and all other expenses of said premises during the pendency of such foreclosure, suit and sale of said land and a deficiency, arising from the sale, or otherwise, in the amount of the sum so paid or expended, whether there be redemption or not, as well as during any further times when Mortgagee, except for his intervention and consent, receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or convenient for the use of the premises, possession, control, management and operation of the premises during the pendency of said period. The receiver so appointed shall be entitled to receive the net income in his hands in payment in whole or in part, (1) the deferred price and interest thereon, and all taxes, special assessments or other items which may be due before the date of sale, and (2) the deficiency in case of a sale at less than the original contract price.

10. No action for the enforcement of payment or delivery of goods. An action for the recovery of payment or delivery of the goods and available to the party interposing same in an action at law may be brought in accordance with the law.

11. Mortgagee or the holder of the charge having the right to step into the position of the mortgagor or chargee shall be permitted for that purpose.

12 If Mortgagee shall sell, assign or otherwise transfer his interest as holder of the contract, he shall hereby bind all immediate and personal obligors to pay him the amount due and payable under the written consent of the transferee.

ASSIGNMENT:

FOR VALUABLE CONSIDERATION Mortgagee agrees with assignee and transfers the within mortgage to

Date _____

D NAME **TO: Financial Acceptance Corporation**

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