

94924841

UNOFFICIAL COPY

MORTGAGE

NAME AND ADDRESS OF MORTGAGEE  
Actna Finance Company d/b/a  
Financial Services  
605 Highway 169 North  
Minnetonka, Minnesota 55661

NAME AND ADDRESS OF MORTGAGOR  
Arthur R. Johnson and Janse Johnson,  
his wife  
7951 South Chapel  
Chicago, Illinois 60617

DATE OF MORTGAGE	MATURITY DATE	AMOUNT OF MORTGAGE	FUTURE ADVANCE AMOUNT
October 26, 1994	October 31, 2009	\$48,156.00	\$0.00

County File  
94 L L 482/State 482  
Chicago, IL 60618

EC148218

WITH REFERENCE to the mortgage, the consideration of a loan from mortgagee evidenced by a Note bearing evidence herewith in the amount she was also as set forth with interest thereon does by legal present mortgage and warrant mortgage, forever, the following described real estate located in COOK County, State of Illinois, hereby releasing and conveying all rights under and by virtue of the homestead exemption laws of Illinois, to wit:

THE NORTH 8.5 FEET OF LOT 32, ALL OF LOT 33 IN BLOCK 1, IN B.F. GEORGE'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N: 20-36-201-020

G/K/A: 7951 SOUTH CHAPEL, CHICAGO, ILLINOIS 60617

- DEPT-01 RECORDING \$23.50
- T00000 TRAN 9865 10/31/94 15:52:00
- 42871 \$ C.J. # - 94 - 924841
- COOK COUNTY RECORDER

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The mortgagee shall secure advances by the mortgagor in the amount not to exceed the amount shown above as Future Advance Amount together with all backlogs and improvements necessary to be made hereon and the rents, issues and profits thereof, and all accretions, awnings, shades, screens, sash and blinds, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, and air conditioning equipment used in connection therewith, all of which for the purpose of this mortgage shall be deemed fixtures and subject to the lien hereof, and the covenants and appurtenances pertaining to the property above described, all of which are referred to herewith as the "premises" or the "mortgaged premises."

IN WITNESS WHEREOF the premises, the mortgagor, the mortgagee, her heirs, assigns, executors, administrators, and assigns, forever, for the purposes, and upon the conditions and uses hereon set forth.

The mortgagor hereby covenants that the mortgage is in full of a good title to the mortgaged premises in fee simple free and clear of all liens and encumbrances, except as follows: A mortgage made by Arthur R. Johnson and Janse Johnson to D'Brian and Pain to secure a note in the original principal amount of \$26,400.00, which mortgage was dated August 18, 1975 and recorded August 20, 1975 as Doc. No. LR2625032 and assigned to Percy Wilson as Doc. No. LR 3056902 dated November 1, 1978 and assigned to Davenmuhala Mortgage as Doc. No. 92-743174 dated October 6, 1992.

and the mortgagor will forever warrant and defend the same to the mortgagee against all claims whatsoever. THE MORTGAGEE (S) AND WARRANTORS hereon are upon the express condition, that if the mortgagor shall pay or cause to be paid to the mortgagee the indebtedness as expressed in the above described Note and thereon, including the principal thereof and all renewals and extensions thereof, and all other present and future indebtedness of mortgagor to mortgagee (except subsequent loans on credit sales and direct loans made pursuant to the Illinois Consumer Finance Act) all of such indebtedness herein or otherwise referred to as the "indebtedness hereby secured" and shall include all other payments and payments of other loans, conditions, covenants, warranties and promises herein provided, then these presents shall cease and be void.

The mortgagor covenants with the mortgagee that the interests of the mortgagor and of the mortgagee in the premises shall be assessed for taxation and levied together without separate valuation, and to pay before they become delinquent all taxes and assessments now or hereafter assessed or levied against the mortgagor or the indebtedness hereby secured and on the premises described in this mortgage, in full by 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 mortgagee or the mortgagee's representative on demand and to pay the due payment thereof hereby issuing 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 insured for fire and extended coverage for the full available value thereof, to pay the premiums thereon when due and to comply with reasonable provisions, if any, in insurance contracts as approved by the mortgagee, with respect to the mortgagee as its interest may appear. All policies covering the mortgaged premises shall be deposited with and held by the mortgagee. Loss proceeds, less expenses of collection, shall, at the mortgagee's option, be applied on the indebtedness hereby secured, whether or not, or to the satisfaction of the mortgaged premises.

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

In the event such repairs or assessments remain unpaid after they become delinquent or in case of failure to keep the mortgaged premises so insured, the approved policies deposited, or the insurance premiums paid, or to keep the same in good condition and repair, from fire, loss and waste, the mortgagee may once again advance such funds, and all sums advanced for that purpose shall immediately be repaid to the mortgagee and shall, unless so repaid, be added to and deemed part of the indebtedness secured hereby, bear interest at the maximum legal rate allowed by Illinois statute and carry a lien upon the real estate described herein.

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 hereby secured shall, at the option of the mortgagee and without further notice or demand, become immediately due and payable.

Mortgagor hereby waives all rights to possession of, and income from the mortgaged premises, for the period following commencement of any action to foreclose this mortgage through expiration of any redemption period. Mortgagor further agrees that upon commencement of an action to foreclose 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, 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, issues and profits when so collected, be applied first to the recovery of expenses, including expenses incurred by necessary repairs, by the payment of insurance premiums, taxes and assessments, and for communications due the receiver, with the balance thereof being paid to the person entitled to a deed under the applicable state or federal law on redemption money if said premises be redeemed as prescribed by law.

Mortgagor agrees to pay all expenses and disbursements paid or incurred in behalf of mortgagee in connection with the foreclosure hereof including without limitation, reasonable attorney's fees, advertising or litigation costs, outlays for documentary evidence and all similar expenses or disbursements. All such expenses and disbursements shall be an additional lien upon the mortgaged premises, shall be taxes, costs and included in any decree that may be rendered in such foreclosure proceeding.

If mortgagor is an Illinois corporation or a foreign corporation licensed to do business in the State of Illinois, mortgagor hereby waives any and all rights of exemption from sale 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.

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All terms, conditions, covenants, warranties, and provisions for foreclosure, default, and payment of this mortgage shall be governed by the terms of the mortgage instrument and the applicable provisions of the Illinois Uniform Consumer Credit Code, which are attached to this mortgage instrument. Any provisions hereof shall prevail over any other provisions of any instrument or law to the contrary.

The mortgagee shall be obligated to the beneficiary and all persons entitled to a charge and interest hereon. The mortgagee shall be obligated to pay the principal and interest on the mortgage instrument through a payment service, to be selected by the mortgagee, and the payment of the mortgage instrument shall be subject to the terms and conditions of the payment service. The mortgagee shall be obligated to pay the principal and interest on the mortgage instrument through a payment service, to be selected by the mortgagee, and the payment of the mortgage instrument shall be subject to the terms and conditions of the payment service.

Any award of damages, including condemnation for injury to, or taking of, any part of, and mortgagee's premises in fee, or right to mortgagee's real property, shall be subject to the terms and conditions of the mortgage instrument, as shown provided for separately in this instrument.

BY THE LENDER: This mortgage has been executed and delivered this 26th day of October 1994

Signed and sealed in the presence of

*Lina Pavullo*

MORTGAGOR(S):

X *Arthur R. Johnson*

Arthur R. Johnson  
Type name

X *Jenne Johnson*

Jenne Johnson  
Type name

94924841

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
County of DuPage )

I, *Arthur R. Johnson*, on this 26th day of October 1994, do hereby acknowledge that I am the owner of the property described in the foregoing instrument, and I acknowledge the same as being mine to grant and convey to the mortgagee and to pay the mortgage instrument.



*Jodi Nelson*  
DuPage  
3-30-98

CORPORATE ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
County of )

I, \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, do hereby acknowledge that I am an officer or director of the corporation named in the foregoing instrument, and I acknowledge the same as being mine to grant and convey to the mortgagee and to pay the mortgage instrument.

THIS INSTRUMENT WAS DRAFTED BY Kenneth J. Nannini, 421 Madison Street, Maywood, IL 60153

MORTGAGE

This instrument was filed for record in the

Recorder's Office

County of DuPage

1994

11/15/94

11/15/94

11/15/94