

# UNOFFICIAL COPY

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DEPT-01 RECORDING \$29.50  
T80012 TRAN 6935 11/22/94 14:11:00  
#8056 + SK \*-94-989232  
COOK COUNTY RECORDER

GT-15-14-050 (8/90)

This instrument was prepared by:

(Name)

(Address)

## MORTGAGE

THIS MORTGAGE is made this 11 day of AUGUST, 19 94,  
between the Mortgagor, Walter W Wood and Regina L Wood, H/W,  
(herein "Borrower"), and the Mortgagee, FIRST CHURCHILL BUILDERS, INC.,  
Corporation, organized and existing under the laws of Illinois,  
whose address is 1400 SOUTH WOLF ROAD STE. 145, WHEELING, IL 60090, (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 28493.00,  
which indebtedness is evidenced by Borrower's note dated 8-11-94, and extensions and renewals  
thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness,  
if not sooner paid, due and payable on Approximately 180 months from disbursement date.

To SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; 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 Borrower herein contained, Borrower does hereby mortgage, grant  
and convey to Lender the following described property located in the County of COOK, State of Illinois:

All of the property located at 9130 Southfield DR, in the  
City/Town/Village of Bridgeview, County of COOK,  
State of IL, in which the Borrower/Owner has an ownership, leasehold or other  
legal interest. This property is more particularly described on the schedule titled  
"Additional Property Description" which is attached hereto as Exhibit A.

The Borrower/Owner does hereby authorize the Mortgagee/Beneficiary/Lender  
or its assigns to obtain a more detailed property description after the  
Borrower/Owner has signed the Mortgage/Deed of Trust, and to attach Exhibit A  
after the Borrower/Owner has signed the Mortgage/Deed of Trust.

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which has the address of 9130 Southfield DR,  
[Street]  
[City]  
Illinois, 60455, (herein "Property Address");  
[Zip Code]

Bridgeview

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights,  
appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage;  
and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are  
hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,  
grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower  
covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands,  
subject to encumbrances of record.

ILLINOIS  
Bankers Systems, Inc., St. Cloud, MN 56302 (1-800-397-2341) 1/88 SMD-IL CUSTOMIZED

GT-15-14-050 (8/90)

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account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

## REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Walter W. Wood.....

Walter W. Wood.....  
Borrower

Regina L. Wood.....

Regina L. Wood.....  
Borrower

STATE OF ILLINOIS, ..... County ss:

I, ..... Paul Ross ..... a Notary Public in and for said county and state, do hereby certify that  
WALTER W. WOOD AND REGINA L. WOOD ..... personally known to me to be the same person(s) whose name(s) ..... A.P. ..... subscribed to the foregoing instrument,  
appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as  
free voluntary act, for the uses and purposes therein set forth.

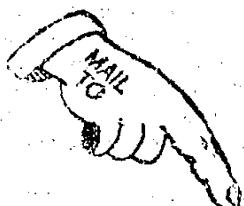
Given under my hand and official seal, this ..... day of ..... August ..... , 1994

My Commission expires:

Notary Public



(Space Below This Line Reserved For Lender and Recorder)



Prepared by and Return to  
GREEN TREE FINANCIAL CORP.

Home Improvement Department  
SUITE 610, 332 MINNESOTA STREET  
ST. PAUL, MN 55101

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Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management and reasonable attorney's fees, and thereafter to the payment of the principal and interest on the notes and bonds held by the receiver.

19. **Assignment of Rents; Appointment of Receiver;** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

In fact, no effect and effect is in no effectuation had occurred.

18. Borrower's Right to Remonstrate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage if Lender fails to remonstrate within a reasonable time after receiving notice of such a breach.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

federal law as of the date of this Mortgage, Lender shall give 30-day notice of acceleration. The notice shall provide a period of not less than 30 days from the date of notice to pay these sums plus interest or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums plus interest or mailed within which Borrower may invoke any remedies by this Mortgage, Lender may file suit to demand on Borrower.

16. Transfer of the Property or a Beneficiary's Interest in Borrower. If all or any part of the Property or any interest in a Beneficiary's interest in Borrower is sold or transferred to a beneficiary, lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by lender if exercise is prohibited by law.

15. **Rehabilitation Loan** Agreeable it, Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, repair, or other loan, agreement which Borrower enters into with Lender, Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parts who supply labor, materials or services in connection with improvements made to the Property.

14. Borrower's Copy. Borrower shall be furnished a copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

13. GOVERNMENT LAW: The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to provisions of this Mortgage or clause of this Note which conflict with applicable state or local law.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice provided for in this Master Agreement shall be given by delivering it or by mailing such notice by certified mail to Borrower at its address as provided herein, and (b) any notice to another shall be given by certified mail to Lender at its address as provided herein or to such other address as Lender may designate by notice to Borrower as provided for in this Master Agreement.

the Note without giving notice or excuse, or make any other accommodations which may agree to extend, modify, forgive, or consent and without releasing Borrower or modifying this Mortgage as to that portion of the Note which is not paid.

11. **Accessories and Asilgins Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein remedy, contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All co-signers and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage, (b) is mortgagor, grant and convey title to Borrower's interest in the property to Lender under the terms of this Mortgage, and (c) agrees that Lender and any other Borrower hereunder

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EXHIBIT "A"

LOT 383 IN SOUTHFIELD, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 AND  
PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 37  
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.  
PIN #24-060312-008

Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office