

UNOFFICIAL COPY

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MORTGAGE

NAME AND ADDRESS OF MORTGAGOR

MINNIE RENEE CARR, a never married female
764 EAST 104th PLACE
CHICAGO, ILLINOIS 60628

NAME AND ADDRESS OF MORTGAGEE

AETNA FINANCE COMPANY
d/b/a ITT Financial Services
1510-B W. 75th Street
Downers Grove, Illinois 60516

DATE OF MORTGAGE

MATURITY DATE

AMOUNT OF MORTGAGE

FUTURE ADVANCE AMOUNT

FEBRUARY 7, 1994

FEBRUARY 11, 2009

\$61,800.00

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WITNESSETH That mortgagee in consideration of a sum from mortgagee evidenced by a Note bearing even date herewith in the amount lawfully due together with interest thereon due by these present mortgage and warrant unto mortgagee, forever the following described real estate located in Cook County, State of Illinois, hereby releasing and waiving all rights under and by virtue of the homestead exemption law of Illinois, to wit:

LOT 11 AND THE EAST 3 FEET OF LOT 12 IN BLOCK 1 IN THE CHICAGO TITLE AND TRUST COMPANY'S ADDITION TO PULLMAN OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.T.N.: 25-15-212-042-0000

PROPERTY ADDRESS: 764 East 104th Place, Chicago, Illinois 60628

02/10/94 0007 MCN 13:27
RECORD IN 4 23.00
0.50
02/10/94 0007 MCN 13:27

This mortgage shall also secure and improve by the Mortgagee an amount not to exceed the amount shown above as Future Advance Amount together with all buildings and improvements, ~~to be~~ including ~~erected~~ erected thereon and the rents, issues and profits, interest and all sums, drawings, shares, claims, cash and bonds 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 fixtures and appurtenances pertaining to the property above described, all of which is referred to hereinafter as the "premises" or the "mortgaged premises".

TO HAVE AND TO HOLD the premises unto mortgagee, its successors and assigns, forever, for the purposes and upon the conditions and uses hereinafter set forth.

The mortgagee hereby covenants that the mortgagee is seized of good title to the mortgaged premises in fee simple, free and clear of all liens and encumbrances, except as follows:

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NONE

and the mortgagee will forever warrant and defend the same to the mortgagee against all claims, whatsoever.

PROVIDED ALWAYS and these presents are upon this express condition that if the mortgagee shall pay or cause to be paid to the mortgagee the indebtedness hereinafter expressed in the above described Note secured hereby according to the terms thereof and all renewals and extensions thereof and all other present and future indebtedness of mortgagee to mortgagee (except subsequent consumer credit sales and direct loans made pursuant to the Consumer Finance Act) all of such indebtedness, begun hereon collectively referred to as the "indebtedness hereby secured," and shall 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 mortgagee covenants with the mortgagee that the interests of the mortgagee and of the mortgagee in the premises shall be assessed for taxation and to pay before they become delinquent all taxes and assessments now or hereafter assessed or levied against the mortgagee or the indebtedness hereby secured and on the premises described in this mortgage, including 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 with a mortgagee's representative on demand receipts for the full 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 mortgagee further covenants with the mortgagee to keep the mortgaged premises insured for fire and extended coverage for the full replacement value thereof, to pay the premiums thereon when due and to comply with insurance provisions, if any, in insurance companies approved by the mortgagee, with loss payable to the mortgagee as its interest may appear. All policies covering the mortgaged premises shall be deposited with and held by the mortgagee. The proceeds, less expenses of collection, shall at the mortgagee's option, be applied on the indebtedness hereby secured, whether do or not to the satisfaction of the mortgaged premises.

The mortgagee further covenants with the mortgagee (1) to pay the indebtedness hereby secured; (2) to keep the mortgaged premises in good tenable condition and repair; (3) to keep the mortgaged premises free from liens superior to the lien of this mortgage; (4) not to commit waste thereon; (5) to be bound to be consulted on the mortgaged premises; and (6) not to do any act which shall impair the value of the mortgaged premises.

In case any such taxes or assessments remain unpaid after they become delinquent, or in case of failure to keep the mortgaged premises insured and the approved policies deposited, or the insurance premiums paid, or to keep the same in good condition and repair, free from liens and waste, the mortgagee may sue to enforce such defaults 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 form a lien upon the real estate herein.

Upon breach or non-performance of any of the terms, conditions, covenants, warranties, or promises by the mortgagee 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.

Mortgagee 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. Mortgagee 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 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, issues and profits when so collected, be applied first to the receivership expenses, including expenses incurred for necessary repairs, for the payment of insurance premiums, taxes and assessments, and for commissions due the receiver, with the balance thereof to be paid to the person entitled to a deed under the public sale or in redemption of the redemption money if said premises be redeemed as provided by law.

Mortgagee agrees to pay all expenses and disbursements paid or incurred in behalf of mortgagee in connection with the foreclosure hereof including without limitation, reason, the attorney's fees, abstracting or title insurance fees, 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 as costs and included in any decree that may be rendered in such foreclosure proceeding.

If mortgagee is an Illinois corporation or a foreign corporation licensed to do business in the State of Illinois, mortgagee hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage fully, on behalf of the mortgagee 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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