NOFFICIAL (

Return to: TMI FINANCIAL INC., 5000 Plaza on the Lake #100, Austin, Texas 78748

ILLINOIS MORTGAGE AND assignment of Mortgage

KNOW ALL MEN BY THESEPRESENTS.

That the undersigned and in consideration of the sum of one and No. 100 Dollars \$1.00 together with other good and valuable considerations, cash in hand paid by referred to it. "Mortgages", incelling it which handleration is hereby acknowledged, do hereby front, bargain, sell, convey and warrant unto Mortgagee and unto its successors and assigns forever, the following properties, situated in the County of State of Illinois, to-wit:

DEPT-01 RECORDING TRAN 8365 07/13/95 11122:00 **サーササーイサヨちタ5**

COOK COUNTY MECORDER

Address of property 3747 40640

To have and to hold the same unto Mortgagee and unto its successors and assigns forever, togethe with all appurtenances thereunto belonging, and all fixtures and equipment used or useful in connection with said property. Mortgager her by covenants by and with Mortgagee that Mortgager will forever warrant and defend the title to said properties against any and all claims of any refure or kind whatsoever.

And we, the Mortgagor for and in consideration of the considerations hereinbefore recited, do and herein related and relinquish unto Mortgagee all our rights of dower, curtiery and homestead in and to the above-described lands.

This grant of Mortgage is on the condition that horeas Mortgagor is justly indebted unto Mortgagee in the sum of 12 × 1400 1400 Dollars 12 10 400), evidenced by one retaining stallment of in the sum of \$ 10,700 , bearing interest from date until due), evidenced by one retrainstallment contract (the "Contract") of even execution date, in the sum of \$ 10.710 , bearing interest from date until due as provided in the Contract, payable in 120 equal successive monthly installments of \$ 122.79 , each, except the final installment, which shall be the balance then due on the Contract.

This instrument shall also secure the payment of any and all renewuln and/or extensions of said indebtedness, or any portion hereof together with any and all amounts that the Mortgagor now owes or may owe the Mortgagoe, either direct or by endorsement, at any time between this date and the satisfaction of record of the lien of this instrument, including any and all future advances that may by Mortgagee he made to the Mortgagor lointly and/or severally, either direct or by endorsement.

Mortgagor and Mortgagoe acknowledge and represent that a material part of the consideration for the indebtedness owed by Mortgagors to Mortgagoe is that the entire unpaid balance of principal and accrued interest due on said indebtedness shall be paid prior to the sale, transfer, encumbrance, contract to fale, contract to transfer or contract to encumber all or any part of or interest in the mortgaged property. In the event of this sale, transfer, encumbrance, contract of sale, contract to transfer or contract to encumber all or any part of the property herein described, without the prior written approval of Mortgagee, which approval may be withheld in the sole and absolute discretion of Mortgagee, such sale, transfer, encumbrance, contract of sale, contract to transfer or contract to encumber the Mortgage and the indebtedness evidenced by the Contract hereinabove described shall be immediately due and payable on the election of Mortgagee regardless of the financial position (net worth) of the croposed transferce.

Mortgagor hereby agrees and covenants to pay any and all taxes both general and special as sume may be assessed and become due and payable and if required by Mortgagee to keep all buildings located upon the premises insured against loss or damage from fire, tornado and extended coverage insurance in a company and amunit acceptable to Mortgagee, with standard mortgage clause in favor of Mortgagee as its interest appears, and with acquate flood coverage under the National Flood Insurance Program, and pay the premiums thereon. If Mortgagor fails to pay any such taxes or obtain any such insurance coverage, Mortgagee, its assigns or holders of said indebtedness shall have the right to pay said taxes and/or insurance premiums, and the amount so paid shall constitute a charge against the Mortgagor and added to the amount due hereunder, shall be secured hereby and shall be, without demand, immediately repaid by Mortgagor to Mortgagee with interest thereon at the rate then applicable to the unpaid balance of the principal as set forth in the above-referenced Contract.

In addition to pledging the property as hereinheldre mentioned, Mortgagor also hereby pledges any and all profits, rents and income accruing in connection with said property. However, the right is reserved to the Mortgagor to collect the profits, rents and/or income as same mature and become due and payable, but in the event of default as to any of the covenants herein contained, then at the option of Mortgagee, its assigns, or the holders of said indebtedness, it or they are hereby given the right of taking over said property, managing same, renting same and collecting the rents thereon, and the net income so collected shall be credited upon the indebtedness and/or covenants in connection herewith.

If the Mortgagor should fail or refuse to make any of the payments herein before recited, either principal, interest taxes or insurance premiums as same mature and become due and payable, then at the option of the Mortgagee, its assigns or the holders of the indebtedness, all the remaining unpaid portion thereof shall become due and payable, and the lien of this instrument subject to foreclosure by suit filed in Chancery Court of the county in which the above described property is situated. Failure to exercise the option herein granted to declare the entire balance due and payable on the default shall not be a waiver to exercise the option at any subsequent default.

But, if the undersigned shall pay all of the indebtedness secured by this Mortgage, at the time and in the manner set out above, and shall fully do and perform all of the other obligations herein assumed by the undersigned, the above conveyance shall be hull and void: otherwise, to remain in full force and effect.

EFC-ILL 65 RE-ORDER (713) 932-9855

Distribution Legend

Assigned Original-White

Buyer's Cooy-Yellow

Seller's Copy-Pink

95453595

UNOFFICIAL COPY

IN TESTIMONY WHEREOF,	the signature of Mortgagor	is hereunia affixed this, the day of	19 45
repared by: J. BOLS OOK		Allow a Tills	4
17W 662 BUTTER	EIECD	CLIFFORD M. FREENBY	(Mortgagor
DAKBROOK TERLACE	e II.	osida Freemen	<i>d</i>
B. I. I. S.		LUA FREENEY	(Mortgagor
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za on the Lake, Suite 380, Au	ustin, Texas 78745-1050 its	successors and assigns, the foregoing N	fortgage, and the life
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THE EAST 30 FEET OF LOT 67 IN BLOCK 10 IN AUSTIN'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED MAY 31, 1867 AS DOCUMENT 139484, RE-RECORDED DECEMBER 10, 1872 AS DOCUMENT 71626 IN COOK COUNTY, 1LLINOIS.
PIN# 16-08-210-015

Property of County Clerk's Office

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Property of Coot County Clert's Office

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