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COOK COUNTY RECORDER

### REAL ESTATE MORTGAGE

Account No.

11400

THIS MORTGAGE made this 2000 day of 300.7

1995

between the

Mortgagor, POBERT MARSHALL AND PERMICE MARSHALL, HIS WIFE

, whose address is 1331 W LILUTH STREET

ДНДОною World H (herein "Mortgagor"), and the

Mortgagee, BANC ONE FINANCIAL SERVICES, INC. an Indiana Corporation, whose address is 250 (591H St. ORLAND FARK IL 60462

(hordin "Mortgagoo"). which

WHEREAS, Mortgagor is included to Mortgagoo in the principal aum of \$ 50103.09 indebtedness is evidenced by Mortgagor's note or other debt instrument dated JULY 10

1995

(herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on AUGUST OI 2010

TO SECURE to Mongages the repayment of the indebtodness widenced by the Note, with interest thereon, together with any renewals, modifications or extensions thereof, either in whole or in part, the priment 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 Mortgager herein contained. Mortginger does hereby mortginge, grant, convey and warrant to Mortginger the following described property located . Sinto of Illinois: in the County of (1,11,1).

COT 13 IN BLOCK 2 IN GRIFFIN'S SUBDVISION OF BLOCKS 1,2,3 AND 4 OF STREET'S SUPPLIFIED OF THE NORTH 1/2 OF THE NORTH ERST 1/4 OF THE NORTH WEST 1/4 IN SECTION 20. TOWNSHIP 37 NORTH, RANGE 14. EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY. ILLINOIS

TAX ID: 35-30-103-012

1331 W LLITH STREET which has the address of (herein "Property Address");

CHICAGO

(City)

, Illinois.

TOGETHER with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection therewith (all of which together with said properly is hereinafter referred to as the "Mortgaged Premises"), and all the rents, issues, income and profits thereof.

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey . the Mortgaged Premises, that the Mortgaged Premises are unencumbered (except as has been previously disclosed to Mortgagee), and that Mortgagor will warrant and defend generally the title to the Mortgaged Premises against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any little insurance policy insuring Montgagee's Interest in the Montgaged Premises.

Form No. 42 Play 12/94 Illinois

## UNOFFICIAL COPY

Mortgagor covenants and ogrees with Mortgagee that

- 1. Mortgagor will pay the indebledness as hereinbefore provided including paying any deficiency hereunds;, keep the improvements on the property insured against got demand in construction of the art of the control of the contr from time to time by Mortgagee and procured from an insurance company chosen by Mortgager and acceptable to Mortgagee, observe and perform all covenants, forms and conditions of any prior mortgage or any lease if this Mortgage is on a leasehold, keep the Mortgaged Premises in good repair, promptly pay all taxes, assossments, and focal charges against said property, insurance premiums, installments of principal and interest on any prior mortoage. and, to the extent permitted by law, reasonable attorney's fees and court costs which actually are expended in the enforcement or defense of the terms of this Mortgage or the lien horsel or of any other instrument endencing or securing the loan plus fees paid public officers for filling, recording and relativing this Mortgage or any other instrument securing this loan, and in the event of default in any payment the Mortgagee may pay the same and the Mortgagee shall rapay the Mortgaged the amount so paid together with interest at the highest rate provided for in the Note secured hereby not to exceed the highest amount permitted by little, and all sums so paid will be secured by this Mortgage; no improvements shall be removed or destroyed without the written consent of the Mortgagge; the Mortgagge shall be entitled to the appointment of a receiver in any action to foreclose; upon default being made in the payment of any of the installments heistofore specified on the due date thereof, or upon default in any of the terms, covenants or conditions of this Mortgage (x) of the Note secured hereby, or in the event Mortgagor shall abandon the Mortgagod Premises, die, become bankrust or insulvent, or make an assignment for the benefit of creditors, or in the event of sale or transfer of the premises by the Mortgagor without the consent in writing of the Mortgagor, or if waste shall be committed or permitted, or should any action or proceedings be filed in any court to enforce any lien on, claim appainst, or interest in the above described real estate, then the entire unpaid balance shall immediately become due and payable at the cytion of the Mongagee
- 2. All policies of insurance Prail contain proper clauses making all sums recoverable upon such policies payable to Mortgagee and to Mortgager as their respective interests may appear, and shall not be subject to cancellation without thirty (30) days' prior wriften notice to Mortgagee Mongage Authorizes. Mortpapes to endorse on Mortpaper's Dehalf (rafts reflecting such insurance proceeds, and the proceeds of any condemnation or emineral domain proceedings. which are hereby assigned to Mortgages, province that Mortgages shall remit to Mortgages such surplus, if any, as remains after the insurance or condemnation proceeds have been applied, at Mortgagee's sole discretion, to the restoration of the Mortgaged Premises or to the satisfaction of all indebtedness secured by this Mortgage. All such policies of insurance and elitabstracts of title or title insurance policies covering the Mortgaged Premises shall, at Mortgagee's request, be delivered to and rateined by Mongageo until the indebtedness secured hereby is fully paid
- Any forbearance by Mortgagee in exercising any mohiles remedy hereunder, under the Note or otherwise afforded by applicable law, shall not be a waiver of or proclude the subsequent exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens. or charges by Mortgaged shall not be a waiver of Mortgagee's light of accelerate the maturity of the indebtedness secured by this Mortgage
- 4. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or attorded by law or equity. and may be expressed concurrently, independently or successively. Each provision of this Mongage shall be construed to the fullest extent possible to the in conformity with and valid and enforceable under all applicable law, but the illival dity or unenforceability of any particular provision of this Mortogoe shall not affect or impair the validity or unforceability of any other provision of this Microsco.
  - 5. Mortgagor warves all right of Homestead Exemption in the mortgaged property of cribed herein
- 6. Mortgagos includes each person executing this instrument if more than one his hour excesses and assume and Edutopopop includes in the consequence of the consequen

assigns and attorneys	r rreging (significance)		min dayiya bin	темп <b>улую</b> т на продерг	in dusc (faile).
IN WITNESS WHEREOF, Mortgagor, and each of them, hi	ns executed th	s Mortgage this	Seeding of	May :	1.95
Eni C. Valun	Witness	Bakest 1	) fre colde	90	Mortgagor
Ein C. Velun	Witness	Tourse ME	Pase	416	Mortgugor
STATE OF ILLINOIS  COUNTY OF COOK  SS:		\$1600 C C C C C C C C C C C C C C C C C C	W1411 30 114 1		
The foregoing instrument was acknowledged before me this co	161/1. HTS	day of	JUC 1		. 1995
OFFICIAL SEAL DERRICK DAVIS NOTARY PUBLIC STATE OF ILLDRON DERRICK TATE OF ILLDRON DERRICK TATE OF ILLDRON	Part.		the release and warry Public		(Homestead) County
This Instrument prepared by PHYLL 15 T DURAND		My 1597H ST.	Commission Ex	pinek (6) 64 61 Oktobre Edio	