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COOK COUNTY RECORDER

REAL ESTATE MORTGAGE

Account No.

12528

AUGUST

1995

THIS MORTGIAGE made this 16th day of JOHN W TAYLOR AND SHARON M TAYLOR, HUBBAND AND WIFE Mortgugor, , whose address is

3849 W BIST PL

between the

CHICAGO

IL 60652

(herein "Mortgagor"), and the

Mortgagee, BANC ONE FINANCIAL SERVICES, INC. an Indiana Corporation, whose address is 7250 159TH ST.

46855.67

(herein "Mortgagee").

WHEREAS, Morigagor is indebted to Morigagee in the nuncipal sum of \$

AUGUST 10

1995 Which

indebtedness is evidenced by Mortgagor's note or other debt Instrument dated (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebteciness, if not sooner paid, due and payable on AUGUST 15

TO SECURE to Mongages the repayment of the indebtedness ordenced by the Note, with interest thereon, together with any renewals, modifications or extensions thereof, either in whole or in part, the plument of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performence of the covenants said agreements of Mortgager herein contained, Mortgagor does hereby mortgage, grant, convey and warrant to Mortgagee the following described property located in the County of COUNTR . State of Illinois:

THE WEST 20 FEET OF LOT 20 AND LOT 21 (EXCEPT THE WEST IN FEET THEREOF) IN BLOCK 2 IN WALLACE G. CLARK & CO. 'S 3RD ADDITION TO CLARKDALE IN SECTION 35. TOWNSHIP 38 NORTH, RANGE 13. EAST OF THE THIRD PRINCIPAL MERIDON. IN COOK COUNTY, ILLINOIS

TAX ID: 19-35-118-066

which has the address of

3849 W DIST PLACE

CHICAGO

, Illinois.

(herein "Property Address");

(City)

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 property is hereinafter referred to as the "Mortgaged Pramises"), 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 Mortgaged), 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 title insurance policy insuring Mortgagee's interest in the Mortgaged 13.00 Premises.

Form No. 42 New 12/04 Minuse

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Mortgagor covenants and agrees with Mortgagee that:

- 1. Mortgagor will pay the indebtedness as hereinbefore provided including paying any deficiency hereunder; keep the improvements on the property insured against loss or damage by fire and such other risks customarily covered by fire and extended coverage insurance in amounts as may be required from time to time by Mortgagee and procured from an insurance company chosen by Mortgager and acceptable to Mortgagee, observe and perform all covenants, terms 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, assessments, and legal charges against said property, insurance premiums, installments of principal and interest on any prior mortgage, and, to the extent permitted by law, reasonable attorney's less and court costs which actually are expended in the enforcement or defense of the terms of this Mortgage or the fign hereof or of any other instrument evidencing or securing the loan plus fees paid public officers for filing, recording and releasing 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 Mortgager shall repay the Mortgages 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 law, and all sums so paid will be secured by this Mortgage; no improvements shall be removed or destroyed without the written consent of the Mortgages; the Mortgages 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 heretofore specified on the due date thereof, or upon default in any of the terms, covenants or conditions of this Mortgage or of the Note secured hereby, or in the event Montgagor shall abandon the Montgaged Premises, die, become bankrupt or insolvent, or make an assignment for the banefit of creditions, or in the event of sale or transfer of the premises by the Mortgagor without the consent in writing of the Mortgagos, or if waste shall be committed or usernitted, or should any action or proceedings be filed in any court to enforce any lien on, claim against, or interest in the above described real estate, then the entire unpaid balance shall immediately become due and payable at the option of the Mortgagee
- 2. All policies of insurance shall contain proper clauses making all sums recoverable upon such policies payable to Mortgagee and to Mortgager as their respective interests may opped, and shall not be subject to cancellation without thirty (30) days' prior written notice to Mortgagee. Mortgager such support on Mortgagee in endorse on Mortgagee shall drafts reflecting such insurance proceeds, and the proceeds of any condemnation or eminent domain proceedings which are hereby assigned to Mortgagee, not ded that Mortgagee shall remit to Mortgager such surplus, if any, as remains after the insurance or condemnation proceeds have been applied, at Mortgageo'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 any of abstracts of title or title insurance policies covering the Mortgaged Premises shall, at Mortgagee's request, be delivered to and retained by Mortgagee until the indebtedness secured hereby is fully paid.
- 3. Any torbetirance by Mortgagee in exercising any hight or remedy hereunder, under the fivite 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 Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage.
- 4. All remodies provided in this Mortgage are distinct and cumulative to any other right or remody under this Mortgage or alforded by law or equity, and may be exercised concurrently, independently or successively. Each provision of this Mortgage shall be construed to the fullest extent possible to be in conformity with and valid and enforceable under all applicable law, but the remaindity or unenforceability of any particular provision of this Mortgage shall not affect or impair the validity or enforceability of any other provision of this Mortgage.
 - 5. Mortgagor waives all right of Homestead Exemption in the mortgaged process; described herein.

SYDNEY MAIDEN

 Mortgagor includes each person executing this instrument if more than one, his twis, successors and assigns and Mortgagoe includes its successors, assigns and altomays.

IN WITNESS I	WHEREOF, M	ortgagor, and ex	rh of them, hi	ns executed this	Mortgage this	Other of	AUGUST	1000
WITNESS:	1-1	(. 4: _			200	76		
	,)		Witness	سسكويم	سند سدج		- Mortgagor
	14	1		Witness	sharm !	AVI.OR	alaice.	Mortgagor
STATE OF ILLINO	as	(SHARON M	I TAYLOR '	, (
COUNTY OF	COOK) SS.						
The foregoing in	nstrament was	acknowledged l	wfore me this	10th	day of	AUGU51		, 160
F _{by} Aarhishertheil A—	W. TAYLOR (Free and Vol	AND SHARON	M TAYLO	F. HUSBAND Indones therein m	AND WIFE of forth, including	the release and	waiver of the Righ	at of Homestead
OFFICE V	L SEAL BIOVC	Jan	1 C. V	Main	No	stary Public	COOR	County
NOTARY PUBLIC S MY COMMESSION I	TATE OF BLE	NOIS State of	ERIC C.		M,	c Commission E	Xmm== 12/30	0/97

This Instrument prepared by

7250 159TH ST.

ORLAND FARK IL 60458

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