

UNOFFICIAL COPY

MORTGAGE (ILLINOIS)

(R.C. 1)

95579436

- DEPT-01 RECORDING \$23.50
- T#0004 TRAN 2942 02/31/95 09:32:00
- #1003 DF *-95-579436
- COOK COUNTY RECORDER
- DEPT-10 PENALTY \$20.00

THIS INDENTURE, made MARCH 15 1995 between

Loance Food
9400 S. Throop Chicago Ill
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors," and
DAKNOT CONSTRUCTION
11930 S. Western DuSable Ill
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the Retail Installment Contract dated 3-1-95 in the Amount Financed of Twenty Nine Thousand Four Hundred and Fifty DOLLARS (\$29,450.00) payable to the order of and delivered to the Mortgagee, in and by which contract the Mortgagors promise to pay the said Amount Financed together with a Finance Charge on the principal balance of the Amount Financed from time to time unpaid in 35 installments of \$813.02 each beginning MAY 6 1995 and a final installment of \$113.02 5/6 1998 together with interest after maturity at the Annual Percentage Rate stated in the contract, and all of said indebtedness is made payable at such place as the holder of the contract may, from time to time,

in writing appoint, and in the absence of such appointment, then at the office of the holder at WESTERN ROOM 2-D 11930 S. Western DuSable Ill
NOW, THEREFORE, the Mortgagors to secure the payment of the said sum in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of CHICAGO COUNTY OF Cook AND STATE OF ILLINOIS, to

Lot 42 in William J. Wightman's
Resubdivision of Lots 1 to 18 inclusive in
Block 40, Lots 12 to 20 inclusive in Block 27,
the North 1/2 of Lot 30, and all of Lots
31 to 46 inclusive in Block 39 in
Isaac Crosby's Subdivision of that part
of the South 1/2 of Section 5 Township 37
North, Range 14 East of the Third Principal Meridian
in Cook County Illinois, known as 9400 S. Throop
P. # N 25-05-327-46

which, with the property hereinafter described, is referred to herein as the "premises."
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including without restricting the foregoing, screens, window shades, storm doors and windows, floor coverings, masonry beds, awnings, gloves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles now or hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is Loance Food
This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated hereby by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand and seal of Mortgagors the day and year first above written
Loance Food (Seal)
PLEASE PRINT OR TYPE NAMES BELOW SIGNATURES
Loance Food (Seal)

State of Illinois, County of COOK, ss. I, the undersigned a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Loance Food

IMPRESS personally known to me to be the same person whose name subscribed to the foregoing instrument, SEAL appeared before me this day in person and acknowledged that Loance Food signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver

NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 03-31-97

Given under my hand and seal this 15 day of MARCH 1995
Commission expires 03-31-97 Loance Food Notary Public

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UNOFFICIAL COPY

ADDITIONAL COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORTGAGE AND INCORPORATED THEREIN BY REFERENCE.

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof and upon request exhibit satisfactory evidence of the discharge of such prior lien; to Mortgagee or to holder of the contract; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinance, in respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Mortgagee or to holders of the contract duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now and hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby. All in companies satisfactory to the holders of the contract, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies including additional and renewal policies to holder of the contract and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Mortgagee or the holder of the contract may but need not, make any payment or perform any act hereunder required of Mortgagors in any form and manner deemed expedient, and may but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any lien or other prior lien or claim thereon, or redeem from any tax sale or forfeiture, after paying said premises or contest any tax or assessment. All moneys paid for any of these purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee or the holders of the contract to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness, secured by this and shall become immediately due and payable without notice, in favor of Mortgagee or holders of the contract and shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.

5. The Mortgagee or the holder of the contract hereby secured making any payment hereby authorized relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax or assessment, sale, forfeiture, tax lien or claim thereon.

6. Mortgagors shall pay each item of their indebtedness hereby mentioned when due according to the terms hereof. At the option of the holder of the contract, and without notice to the Mortgagors, all unpaid indebtedness secured by the Mortgage shall notwithstanding anything in the contract or in this Mortgage to the contrary, become due and payable to mortgagee immediately in the case of delay in making payment of any installment on the contract, or (a) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, the court shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee or holder of the contract for attorneys' fees, appraisers' fees, outline for documentary and report evidence, stenographic charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree of proceeding with abstracts of title, title searches and examinations, purchase policies, forrens, certificates and similar data and as same as with respect to title, as Mortgagee or holder of the contract may deem to be reasonable necessary for the protection, purchase or to residence to holders at any sale which may be had pursuant to said decree, the true condition of the title and the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, when paid or incurred by Mortgagee or holder of the contract in connection with the any proceeding including probate and by summary proceedings, to which either of them shall be a party, either as plaintiff or defendant, by reason of this Mortgage or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereby referred to of such right to foreclose whether or not actually commenced, or of the preparations for the defense of any threatened suit or proceeding with respect to the premises or the security hereof whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such costs as are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the contract, third, all other indebtedness if any remaining unpaid on the contract, fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.

9. Upon or at any time after the filing of a bill to foreclose this mortgage in court, the holder hereof may appoint a receiver of said premises. Such appointment may be made either before or after sale without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver, and without regard to the title to the premises or whether the same shall be then occupied as a home or used in fact and the Mortgagee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale, and a deficiency during the full statutory period of redemption, whether there be redemption or not, as well as during any further time to which Mortgagee or holder of the contract may be entitled, and to collect such rents, issues and profits, and all other powers which may be necessary or convenient in such receiver for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the proceeds in his hands to pay, levy by whom or on part of (1) the indebtedness secured hereby or by any decree foreclosing this mortgage or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency, in case of a sale and deficiency.

10. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interposing same by an action at law upon the contract hereby secured.

11. Mortgagee or the holder of the contract shall have the right to inspect the premises at all reasonable times and access thereon shall be permitted for that purpose.

12. If Mortgagors shall sell, assign or transfer any right, title or interest in said premises, or any portion thereof, without the written consent of the holder of the contract secured hereby, holder shall leave the right of holder to keep in full force and effect all unpaid indebtedness secured by this mortgage to be immediately due and payable, anything in said contract of this mortgage to the contrary notwithstanding.

ASSIGNMENT

FOR VALUABLE CONSIDERATION Mortgagee hereby sells, assigns and transfers the within mortgage to _____

Part _____ Mortgagee _____

By _____



ID	NAME	MARV BILFELD
IC		
L	BARCEL	11930 S. WESTERN #20
I		
V	UID	BLUE ISLAND 60406
E		
R		
Y	ISSUE DATE	OR

FILED FOR RECORD IN THE COUNTY OF COOK, ILLINOIS, ON _____ 19____ AT _____

This instrument was prepared by _____

Name _____ Address _____