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95625524

SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, TLLINGIS.  COMMONLY KNOWN AS: 4306 W CONGRESS'  CHICAGO, IL  PERMANENT INDEX NUMBER: 16-15-224-042	Martin de la companya de la company Martin Chengalia de la companya de	and the second	to attache government om of the <b>Affi</b> t St. Ministration of the state of the	,
Myrtlo Foster, Single,  Myrtlo Foster, Single,  MortGage  MortGage  To includes each mortgager above.  This instrument was prepared by (Name) Green Tree Financial Servicing (Address)-32 Minnegate St., St. Paul MM 5510.  Bubber, Construction Co.  6232 N. PULARKI RD. SUITE 101  CHICAGO IL 60646  MORTGAGEE  You' means the mortgage, its successors and assigns.  REAL ESTATE MORTGAGE: For value received, I. Myrtle Foster, Single, mortgage and warrant to you to secure the payment of the secured debt'described below, on M. Algust 11, 1912.  The real estate described below, on M. Algust 11, 1912.  The real estate described below and all rights, Easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property").  PROPERTY ADDRESS: 4308 W. Congress  Illinois 60624  TEGAL DESCRIPTION:  Parcel 104  TEGAL DESCRIPTION:  Parcel 104  THE PARTITION OF THE MEST 1/2 OF THE MORTHRAST 1/4 AND THAT PART  NORTH OF BARRY POINT ROAD IN THE MEST 1/2 OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SUCTION 15, TONNEHID 39 NORTH, RANGE 13, EAST OF THE  SOUTHEAST 1/4 OF SUCTION 15, TONNEHID 39 NORTH, RANGE 13, EAST OF THE  THERE PRINCIPLA MERIDIAN, IN COOK COUNTY; ILLINOIS:  COMMONITY KNOWN AS: 4306 W. CONGRESS'  CHICAGO, II.  PERMANENT INDEX NUMBER: 16-15-224-042	HA TWO CASES AND A STREET OF THE STREET	g Service and Services. The services of the services.	o esta de la composició d En la composició de la co	
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Myrtlo Fobter, Singlo,  Myrtlo Fobter, Singlo,  Myrtlo Fobter, Singlo,  (Address)332 Minneret was prepared by (Name) Green Tree Financial Borvicing (Address)332 Minneret Bit, St. Paul MN 5510.  BUDOWT CONSTRUCTION CO. 6232 N. PULARKI RD. SUITE 101 CHICAGO IL 60646  "I' Includes each mortgager above "You" means the mortgage, its successors and assigns.  REAL ESTATE MORTGAGE: For value received,   Myrtlo Fobter, Singlo, mortgage and warrant to you to secure the payment of the secured below and all rights, easements, appurtenances, rants, leases and existing and future improvements and fixtures (all called the "property").  PROPERTY ADDRESS; 4006 w congress    Illinois 60624   Susta   Chicago   C	598		the second secon	
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(Name) Green Tree Francial Servicing (Address) 22 Minnesote fit., St. Paul MN 5510.  BUDGET, CONSTRUCTION, CO. 6232 N. PULARKI RD. SUTTE 101  CHICAGO IL 60624  MORTGAGEE  "I' includes each mortgager above. "You" means the mortgagee, its successors and assigns.  REAL ESTATE MORTGAGE: For value received, i, Myrtle Foster, Single, mortgage and warrant to you to secure the payment of the secured below and all rights, casements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property").  PROPERTY ADDRESS; 4306 W Congress  Illinois 60624  (Chicago (Line)  EEGAL DESCRIPTION: Parcel 1D# (Chicago (Line))  LOT 22 IN BLOCK 7 IN GUNDERSON AND GAUGER S ADDITION, A SUBJIVISION OF LOTS 1 AND 6 IN BLOCKS 1 TO 4 AND LOTS 1, 2, 5 AND 6 IN BLOCKS 5 TO 8, IN THE PARTITION OF THE WEST 1/2 OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHERST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, BRANCE 13, EAST OF THE SOUTHERST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, BRANCE 13, EAST OF THE SOUTHERST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, BRANCE 13, EAST OF THE SOUTHERST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, BRANCE 13, EAST OF THE SOUTHERST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, BRANCE 13, EAST OF THE SOUTHERST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, BRANCE 13, EAST OF THE SOUTHERST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, BRANCE 13, EAST OF THE COMMONLY KNOWN AS 4306 W CONGRESS CHICAGO, IL  PERMANENT INDEX NUMBER: 16-15-224-042				
BUDGET, CONSTRUCTION, CO. 6232 N. PULASKI RD. SUITE 101 CHICAGO IL 60644  MORTGAGOR "I" includes each mortgagor above.  REAL ESTATE MORTGAGE: For value received,    Myrtle Foster, single, - mortgage and warrant to you to secure the payment of the secured debt described below, on    Diguids   14   1972		1 /K1.	Green Tree Financial Servicing	55101
BUDGET CONSTRUCTION CO. 6232 N. PULARKI RD. SUITE 101 CHICAGO IL 60646  MORTGAGOR  "I" includes each mortgagor above.  REAL ESTATE MORTGAGE: For value received, I. Myrtle Foster, Single, The real estate described below, on A. August 1th 1972.  Cebt described below, on A. August 1th 1972.  Chicago IL 60646  Wyu'' means the mortgagee, its successors and assigns.  REAL ESTATE MORTGAGE: For value received, I. Myrtle Foster, Single, The real estate described below and all rights, Easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property").  PROPERTY ADDRESS; 4306 W Congress  Illinois  60624  EEGAL DESCRIPTION:  LOTS 1 AND 6 IN BLOCKS 1 TO 4 AND LOTS 1, 2, 5 AND 6 IN BLOCKS 5 TO 8, IN THE PARTITION OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND THAT DARY NORTH OF BARRY POINT ROAD IN THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE COMMONEY ROWN AS: 4306 W CONGRESS  CHICAGO, IL PERMANENT INDEX NUMBER: 16-15-224-042  TITLE: I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and		(A)	CIOSS)	
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NORTH OF BARRY POINT ROAD IN THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  COMMONLY KNOWN AS: 4306 W CONGRESS  CHICAGO, IL  PERMANENT INDEX NUMBER: 16-15-224-042  LOCATED IN COOK  COUNTY, Illinois.  TITLE: I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and	LEGAL DESCRIPTION: Pa LOT 22 IN BLOCK 7 IN GUND LOTS 1 AND 6 IN BLOCKS 1	erson and Cauger's To 4 and Lots 1, 2	2, 5 AND 6 IN BLOCKS 5 TO 8,	
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GT-15-14-090 (9/94) (page ) of

## **UNOFFICIAL COPY**

Philips . W.

SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I owe you under this mortgage or under any instrument secured by this mortgage.

The secured debt is evidenced by (List all instruments and agreements secured by this mortgage and the dates thereof.):

mortgage and the dates thereol.):  X A note / Home Improvement Retail Installment Contract / executed by
the mortgagor/borrower on August 14 , 1945 .
Future Advances: All amounts owed under the above agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.
Revolving credit loan agreement dated, with initial annual interest rate of
The above obligation is due and payable on App. 120 months from disb. if not paid earlier.
The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of: 10218.00
Dollars (\$ 10218.00 ), plus interest, plus any disbursements made for the payment of trixes, special assessments, or insurance on the property, with interest on such disbursements.
N/Avariable Rate: The interest rate on the obligation secured by this mortgage may vary

according to the terms of that obligation.

N/A A convert the loan agreement containing the terms under which the interest rate may

N/A A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.

#### **COVENANTS:**

- 1. Payments. I agree to make all payments on the secured debt when agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in fuil.
- 2. Claims against Title. I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.
- 3. Insurance. I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
- 4. Property. I will keep the property in good condition and make all repairs reasonably necessary.

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- 5. Expenses. I agree to pay all your expenses, including reasonable attorneys' fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorneys fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 of this mortgage.
- 6. Default and Acceleration. If I fall to make any payment when due or break any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.
- 7. Assignment of Rents and Profits. Lassign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the recurred debt as provided in Covenant 1.
  - 8. Walver of Homestead! nereby walve all right of homestead exemption in the property.
  - 9. Leaseholds; Condominiums; Planned Unit Developments. I agree to comply with the provisions of any lease if this morigage is on a leasehold. If this mortgage is on a unit in a condominium or a planned unit development, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
  - 10. Authority of Mortgagee to Perform for Mortgagor. If I fail to perform any of my duties under this mortgage, you may perform the auties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.

Your failure to perform will not preclude you from exercising any of your other rights under the salaw or this mortgage.

Any amounts paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.

- Till'Inspection. You may enter the property to inspect if you give the notice beforehand. The notice must state the reasonable cause for your inspection.
- 12. Condemnation. I assign to you the proceeds of any award or claim for demages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
- 13. Waiver. By exercising any remedy available to you, you'do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you'do not waive your right to late consider the event a default if it happens again.
- 14. Joint and Several Liability; Co-signers; Successors and Assigns Bound. All duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt I do so only to mortgage my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.

The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either or both of us.

to car

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15. Notice. Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on page 1 of this mortgage, or to any other address which you have designated.

Any notice shall be deemed to have been given to either of us when given in the manner stated above.

- 16. Transfer of the Property or a Beneficial Interest in the Mortgagor. If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of tols mortgage.
- 17. Release. When I have paid the secured debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.

TERMS AN any riders N/A Co	ID COVENANTS: I agree to the terms and described below and signed by me.  Immercial N/A Construction N/A	nd covenants contained in	this mortgage and in
SIGNATUR	ES:		
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ACKNOWL	EDGMENT: STATE OF ILLINOIS	Cook	, County ss:
	The foregoing instrument was acknowled to the second	edged before me this 1. Faster	day of
	7-7	<i></i>	(Title(a))
Corporate or Partnership Of	of	7,0	(Name of Corporation or Partnership)
Acknowledgment	a	_ on behalf of the corpora	ation or partnership.
	My commission expires:	Though Sol	

OFFICIAL SEAL
DONALD SCHNEIDER
NOTARY PUBLIC, STATE OF ILLINOHE
MY COMMESSION EXPIRES 107/24/98