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95706000

MORTGAGE (ILLINOIS)

DEPT-01 RECORDING

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CHOK COUNTY RECORDER

| About Songo for Perceder's Line Only |
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| Above Space for Recorder's Use Only |
| THIS INDENTURE, made 10-13- 1935, between |
| Antoinett: Johnson |
| 7424 S Euclid Chicago, Illinois 60649 |
| herein referred to as "Mortgagors" and |
| Meeder Industries |
| 5535 W Montrose Chicago, Illinois 60641 |
| (NO AND STREET) (CITY) (STATE) |
| herein referred to as "Mortgagee," witnesseth. |
| THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee pursuant to a Retail Installment Contract of even date herewith, in the |
| Amount Financed of three thousand Seven hundred S. 21.9. Nine 8, 00/100 DOLLAR 15 3769.00 Double to the order of and delivered to the Mortgagee, in and by which contract the Mortgagor |
| promise to pay the said Amount Financed together with a Finance Charge on the Fineipal balance of the Amount Financed at the Annua |
| Percentage Rate of 15, 98 in accordance with the terms of the Retail Installmen Contract from time to time unpaid in 47. |
| monthly installments of S 108.71 cach beginning 30 days after completion 19 |
| and on the same day of each month thereafter, with a final installment of \$ 108.71 together with interest after |
| maturity at the Annual Percentage Rate of 16.98 as stated in the contract, and all of said much tedness is made payable at such place as the holders 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 a |
| Meeder Industries Meeder Industries |
| |
| NOW THEREFORE, the Mortgagors, to secure the payment of the said sum in accordance with the terms provisions and limitations of the |
| Retail Installment Contract and this Mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagers 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 wit: |
| The South 10 feet of Lot 9 and the North 20 feet of Lot 10 in Ulrich and bond's |
| subdivision of Block 15 in Clarke's subdivision of the east 1/2 of the Northwest 1/4 |
| of Section 25, township 38 North, Range 14, East of the Third Principal Meridian |
| in Cook County. |
| |
| CORP. |
| SANTA NORMALE ST., SUITE 400 221 N. LEVALLE ST., SUITE 400 |
| DE DATA DEST DE AL ESTATE INDEX NUMBER: 00 07 130 007 |
| OF INTER-PET DEAL PETATE INDEX NUMBER. |

PERMANENT REAL ESTATE INDEX NUMBER:

20-25-136-027

ADDRESS OF PREMISES: 7424 S Euclid Chicago, Illinois which, with the property herinafter 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 S/R-IND 1 OF 3 12/94

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thereof for so long and during all such times as Mortgagors may be entitled thereto (v hich are pledged primarily and on a parity with said real established and not secondarily) and all apparatus, equipment or articles now or hereafter therein and 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, awnings, stoves 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 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.

MORTGAGOR AND MORTGAGEE COVENANT AND AGREE AS FOLLOWS:

- 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 mechanic's 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 numicipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or manicipal ordinance.
- 2. Mortgagor shall pay before an openalty 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 emplest.
- 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 ereby, 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, Morgagee or the holder of the contract 'oay, but need not, make any payment or perform any act hereinbefore 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, it any, and purchase, discharge, compromise or settle any tax lien or other prior lien on title or claim thereof, or redeem from any tax sale or forfeiture, affecting 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 addition a indebtedness secured hereby and shall become immediately due and payable without notice. Inaction of Mortgagee or holders of the contract shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the biortgagors.
- 5. The Mortgagee or the holder of the contract hereby secured making any paymont hereby authorized relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquir/ into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item of indebtedness herein 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 an duing in the contract or in this Mortgage to the contrary, become due and payable (a) in the case of default in making payment of any installment on the contract which default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- The line 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, there 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, appraiser's fees, outlays for documentary and expert evidence, stenographgers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee or holder of the contract may deem to be reasonable necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or 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 (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced.

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The proceeds of any foreclosure sale of the premises shall be astributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items 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, it any, remaining unpaid on the contract, fourth, any overplus 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 the court in which such bill is filed may appoint a receiver of said greenises. 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 then value of the premises or whether the same shall be then occupied as a homestead or not 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 he redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, should be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases 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 net income in his hands in payment in whole or in 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 in 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 thereto 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 have the right, at holder's option, to declare all unpaid indebtedness secured by this mortgage to be immediately due and payable, anything in subject on this mortgage to the contrary notwithstanding.

| PLEASI PRINT OR STANDARD (Seal) Antoinette Johnson (Seal) (Seal) (Seal) (Seal) (Seal) (Seal) (Seal) (Seal) (Seal) |
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| PITASI PRINT OR TYPE NAME ST BELOW SIGNAFORES: (Seal) (Seal) |
| SPENAMESO BELOW SIGNAFORES: (Seal) |
| BELOW SIGNAFURE S: (Seal)(Seal) |
| SIGNAPURES: |
| Illinois, County of COOK |
| |
| the State aforesaid, DO HEREBY CERTIFY that |
| Antoinette Johnson |
| Antoinette John son Antoinette John son Antoinette John son Clarifo NHOLZ Clarifo NHOLZ All District OF 11/12/107 Antoinette John son whose name its subscribed to the foregoing instrument as a signed, sealed and delivered the same person, and acknowledged that signed, sealed and delivered the same person, and acknowledged that signed, sealed and delivered the same person, and acknowledged that signed, sealed and delivered the same person in the same person i |
| CIPTA NHOLZ 3 |
| by the state of activities and purposes therein the same of the release and waver of the right of homestead. |
| her free and voluntary act, for the uses and purposes therein |
| torth, including the release and wiaver of the right of homestead. |
| inder my hand and official seal, this 13 TK day of Scroby |
| |
| ssion expires 11/22/97 . 19 Caral Color Reserve Publi |
| |
| ASSIGNMENT |
| ALUABLE CONSIDERATION, Mortgagee hereby sells, assigns and transfers of the within mortgage to |
| Mortgagee |
| В> |
| FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE |
| 7424 S Euclid |
| The state of the s |
| 221 N. 1 111 ST. SUITE 400 Moeder Industries This Instrument Was Prepared By |
| CHICAGO, ILLINOIS 60001 5535 W Montrose Chicago, IL |
| INSTRUCTIONS OR (Address) |