11107

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THIS MORTGAGE made inis 23rd Montgagor, CHAPLES J. EERRY AND	day of KNUKRY	95072302	, 1975 , between the
Mortgagor CHAPLES J. EERRY AND	RIGIALEE EERRY, HIS WI	IFE.	•
. whose address	is	STINE	
CHICAGO IL 60620			herein "Mortgagor"), and the
Mortgagee, BANC ONE FINANCIAL SER 7250 1597H ST.	VICES INC. an Indiana Corno	ration whose address is	<b>5 2</b> 7
			(herein "Mortgagee").
WHEREAS, Mortgagor is indebted to	Mortgagee in the principal sur	n of \$ 55555.56	, which
WHEREAS, Mortgagor is indebted to indebtedness is evidenced by Mortgagor'	s note or other debt instrument	dated ANLIARY 23	1995
(herein "Note"), providing for monthly insi	aliments of principal and interes		
due and payable on FEERLARY 01	2005		

TO SECURE to Mortgagee the repayment of the Indebtedness evidenced by the Note, with interest thereon, together with any MICE IN MICE I renewals, modifications or extensions thereof, either in whole or in part, the payment 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 Mortgagor herein contained, Mortgager does hereby mortgage, grant, convey and warrant to Mortgagee the following described property located in the County of

\$23.00

TRAN 4980 01/31/95 14:36:00 \$6856 \$ DW *-95-072932

MAIL

8458 SOUTH JUSTINE, CHICAGO, ILLINOIS 60620

, illinois.

which has the address of (herein "Property Address");

(Address)

(CIIV)

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 Premises"), and all the rents, issues, income and profits thereof.

Mortgagor covenants that Mortgagor is lawfully selsed 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 title insurance policy insuring Mortgagee's interest in the Mortgaged Premises.

Form No. 42 2/91 Illinois

Mortgagor covenants and agrees with Mortgages that:

- 1. Mortgagor will pay the indept himse as a region provided including paying any is lickney hereunder; keep the improvements on the property insured against loss or owners by fire and but but a risks customerly covered by file and extended coverage insurance in amounts as may be required from time to time by Mortgagee and procured from an insurance company chosen by Mortgagor 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 fees and court costs which actually are expended in the enforcement or defense of the terms of this Mortgage or the lien 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 Mortgagor shall repay the Mortgagee 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 Morrgage; no improvements shall be removed or destroyed without the written consent of the Mortgagee; the Mortgagee 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 Mortgagor shall abandon the Mortgaged Premises, die, become bankrupt or insolvent, 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 Mortgagoe, 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 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 Mortgagor as insir respective interests may appear, and shall not be subject to cancellation without thirty (30) days' prior written notice to Mortgagor. Mortgagor authorizes Mortgagee to endorse on Mortgagor's behalf drafts reflecting such insurance proceeds, and the proceeds of any condemnation or eminent domain proceedings which are hereby assigned to Mortgagee, provided that Mortgagee shall remit to Mortgagor (uc) surplus, if any, as remains after the insurance or condemnation proceeds have been applied, at Mortgagee's sole discretion, to the restrict on of the Mortgaged Premises or to the satisfaction of all indebtedness secured by this Mortgagee. All such policies of insurance and all 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 forbearance by Mortgac e in exercising any right or remedy hereunder, under the Note or otherwise afforded by applicable law, shall not be a waiver of or precince the subsequent exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other items 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 remedies provided in this Mortgage ar, distinct and cumulative to any other right or remedy under this Mortgage or afforded 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 end ratio and enforceable under all applicable law, but the invalidity 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 Exercision in the mortgaged property described herein.

6. Mortgagor include includes its successors,	es each person executing this instrassions and attorneys.	ument if more than one	, his heirs, successo	ors and assigns and	Mortgagee
·	F. Mortgagor, and each of them, has e	xecute th s Mortgage th	is 23 tod day of	M-KASA	1995
WITNESS: Stepher	Mayin w	itness Chulen	S. Ber	7-	Mortgagor
		litness FCS 14	list EEFRY	ly	Mortgagor
STATE OF ILLINOIS	) ) SS:		4		
COUNTY OF	) nt was acknowledged before me this . EFRY AND FLOTALEE EEFRY	23Fd day of	-KANTHAEA		19 <del>7.</del> 5
Voluntary Act, for the uses	and purposes therein set forth, inclu	uding the release and wa	niver of the Right of F	As HIS/HER/THE lor:es/ead.	IR Free and
	"OFFICIAL SEAL" MARY BALL Notary Public, State of Illinois My Commission Expires Oct. 11, 1998	Ma	ber Dock	el n	otary Public
**************************************	my Commission Express Out. 12, 2000	State of My Commission	11.1.1NDIS	11-98	•
OThis Instrument prepared Com No. 42 2/91 Illinois		7250 1597H S (Name) Page 2 of 2	τ	CELAND FAEK (Addross)	IL 60462
Š	THIS SPACE F	RESERVED FOR RECORDER'S US	SE		