## UNOFFICIAL COPY 95112060

THIS INDENTIFE made December 8, 1094 between	The control of the co
- Mary C. Garza	DEFT-01 RECORDING - From From \$23.50
2343 W. Grenshaw	Safe and the second sec
Chicago IL 60612 (NO AND STREET) (CITY) (STATE)	THISESS TRAW 3988 02/16/95 11:23:00
herein referred to as "Mortgagots," and	MARIE II ALL MINERS WILLIAMS
HOMEOWNER FINANCIAL SERVICES, INC. , 2500 N. Pulaski Road	COOK CHUMTY RECORDER
ZNEXYMOORTHXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	
(NO AND STREET) (CITS) (STATE)	Above Space For Recorder's Use Only
herein referred to as "Mortgager," witnesseth  THAT WHEREAS the Mortgagors are purify indebted to the Mortgager upon the Re December 3. 19 24 10 the Amount Financed of X  Three Thousand One Hundred Forly and No/100th	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
(\$ 3, 140.00 L payable to the order of and delivered to the to pay the sald Amount Fin me d together with a Finance Charge on the principal bal	Mortgagee, to and by which contract the Mortgagors promise
WXXXXXXInd a final installing by the 150.76	on a firm of the control of the con
In willing appoint and in the absence of a happointment, then at the office of the HOMEQWIEF FIGURE IS SETVICES, IRC., 2500 N. Puldski NOW THE REPORT, the Mortgugors to secure the payment of the said sum in accomorgage, and the performance of the convening of all greenests heretic contained, by the AND WARRANT into the Mortgage, and the Mortgage, Securessors and designs, the following of the Convening of the Co	Road, Chicago, Illinois 60639
and interest therein, situate, lying and being in theQEty_of_QDICAGO	COUNTY OF
LEGAL DESCRIPTION: THE E 1 OF LOT 6 IN THE SUBDIVISE. K. DOUGLAS' SUBDIVISION OF BLOCK 9 IN MORRIS AND O'SW 1 OF SECTION 18, TOWNSHIP 39 NORTH, MAGE 14, EAS' IN COOK COUNTY, ILLINOIS.	THERS SUBDIVISION OF THE W 1 OF THE
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The state of the s	
PERMANENT REAL ESTATE INDEX NUMBER: 17-18-335-006	
ADDRESS OF PREMISES: 2343 W. Grenshaw, Chicago, IL 60612	
PREPARED BY: Gladys Hernandez Homeowner Financial Services, Inc. 2500 N. Pulaski Road Chicago, IL 60539	
which, with the property hereinafter described, is referred to herein as the "premises,"	
TOGETHER with all improvements, tenements, casements, fixtures, and appurten thereof for so long and during all such times is Mortgagors may be entitled theretofwhic and not secondarily) and all apparatus, equipment or articles now or hereafter therein clight, power, refrigeration(whether single units or centrally controlled), and ventilation, is sludes, storm doors and windows, floor coverings, inador beds, awnings, sloves and waterieal estate whether physically attached thereto or not, and it is agreed that all similar premises by Mortgagors or their successors or assigns shall be considered as constitut. TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's succures herein set forth, free from all rights and benefits under and by virtue of the Homester and benefits the Mortgagors do hereby expressly release and waive.	th are pledged primarily and ear arity with said real estate or thereon used to supply heat gas, air conditioning water, reluding (without restricting the loregoing), screens, window r histors. All of the foregoing are cell included by a part of said r apparatus, equipment or articles by reafter pinced in the ling part of the real estate.  Sessors and assigns, forever, for the purposes, and upon the add Exemption Laws of the State of Illinois, which said rights
thereof for so long and during all such times us Mortgagors may be entitled thereto (which and not secondarily) and all apparatus, equipment or articles now or hereafter therein or light, power, refrigeration (whether single units or centrally controlled), and ventilation, in shades, storm doors and windows, floor coverings, inador beefs, awnings, stoves and waterieal estate whether physically artached thereto or not, and it is agreed that all similar premises by Mortgagors or their successors or assigns shall be considered as constitut. TO HAVE AND TO HOLD the premises unto the Mortgage, and the Mortgage's succurses beefin set forth, free from all rights and benefits under and by virtue of the Homester and benefits the Mortgagors do hereby expressly release and waive.  The name of a record owner is Mary C. Garza.  This mortgage consists of two pages. The covenants, conditions and provisions as incorporated herein by reference and are a part hereof and shall be binding on Mo-Witness the hand, and seal, of Mortgagors the day and year liest above written.	th are pledged primarily and e.o., arity with said real estate or thereon used to supply heat, gis, air conditioning, water, actualing without restricting the loregoing), screens, window r histors. All of the foregoing are cell include by a part of said r apparatus, equipment or articles by cafter pineed in the ing part of the real estate.  The real estate is the proposes, and upon the aid Exemption Laws of the State of Illinols, which said rights are presenting on page 2 (the reverse side of this mortgage) are ortgagors, their heirs, successors and assigns.
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ADDITIONAL CONVENANTS, 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 mechanic's or other liefs 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 ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinances. 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 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, if any, any purchase, discharge, compromise or settle any tax lien or other prior lien or little or claim thereof, or redeem from any tax sale or forfeiture, affecting, all premises or contest any tax or assessment. All moneys paid for any of these purposes berein 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 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 according to them on account of any default hereunder on the part of the Mortgagors.
- 5. The Morigages 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 produced from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax as: soment, sale, forfeither, tax lien or title or elaim thereof.
- 6. Mortgagors shall pay each item of indextedness 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, notwithst anding anything in the contract or in this Mortgage to the contract, become due and payable (a) immediately in the case of default in making payment of any instalment on the contract, or (b) when default shall occur and continue for three ays in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured shall been are the whether by acceleration or otherwise, Mortgage 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 incurr. The control had been been been decreed of the contract for attorneys' fees, appraiser's fees, outlies for documentary and expert evidence, stenographen the arges, 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, 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 reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such of the telle too ribe 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, a connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, a dim into referednant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the force desire hereof after accrual of such right to foreclose whether or not actually commenced or of perparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced or of preparations for the defense of any threatened suit or proceeding which might affect 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 items 7.5% ementioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional 1.5 that evidenced by the contract; third, all other indebtedness. If any, remaining unpaid on the contract, fourth, any overplus to Mortgagors, their heirs 1, gal representatives or assigns as their rights may appear.
- 9. Upon, or at any time after the ffling of a bill to forcelose this mortgage the court in which such bill is filed 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 then value of the premises or whether the constant be then occupied as a homestead or not and the Mortgagee hereunder may be appointed as such receiver shall have power to control the realist issues and profits of said premises.

Y	INSTRUCTIONS	OR	(Name) (Address	
E R	A	ttention: Marge Schiavone	This instrument Was Prepared By	-x ,***
ĭ V	CITY A	ttoptdent Manas Cabdan	Chicago, Illinois 60612	
L		hicago, Illinois 60639	2343 W. Glenshaw	: 4.7
D E	NAME	APITOL BANK AND TRUST 801 W. Fullerton Avenue	2343 W. Grenshaw	· · · ·
	The contract of the contract o	ADTTO: NAME AND STRUCTS	FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE	
NAME OF THE PERSON OF THE PERS	111	S By		<del></del>
1	1-16-95.	Morigagee HOA	meowner Financial Services, In	<u></u>
1	2421101	,		
	antal P	bank + Trust, 4801 W	Filed A - CI - 1 (0)	79
FOF	R VALUABLE CONSI	DERATION, Mortgagee hereby sells, assigns	and transfers the within mortgage to	
1 .		ASSIC	INMENT	
1 hold	ler of the contract sec	l sell, assign or transfer any right, title or interes wred hereby, holder shall have the right, at holde yable, anything in said contract or this mortga	it in said premises, or any portion thereof, without the written consent er's option, to declare all unpaid indebtedness secured by this mortgag age to the contrary notwithstanding.	of the to be
for t	hat purpose.		ect the premises at all reasonable times and access thereto shall be peri	
part	0. No action for the e y interposing same i	enforcement of the lien or any provision hereofs in an action at law upon the contract hereby so	shall be subject to any defense which would not be good and available ecured.	to the
han or o	ds in payment in who	ole or in part of: (1) The indebtedness secured her be or become superior to the lien hereof or of suc	t from time to time may authorize thevelver to apply the net income reby, or by any decree foreclosing this Mortgage or any tax, special asses chidecree, provided such application winad prior to foreclosure sale:	sment
) rent	is, issues and profits,	and all other powers which may be necessary or	except for the intervention of such receiver, would be entitled to collect are usual in such cases for the pirt tection, possession, control, manag	entent