

95122022

DEPT-01 RECORDING \$23.50
T#7777 TRAM 5780 02/22/95 09:59:00
#5218 SA #-95-122022
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

THIS INDENTURE, made 2-8 1995 between

CARL WALKER and MARGARET MARY ORRAY WALKER wife
303 CHAPPEL CALUMET CITY ILLINOIS

herein referred to as "Mortgagors," and DAVERNPORT CONSTRUCTION PC
11930 S. WESTERN 2D BLUE ISLAND ILL

herein referred to as "Mortgagee," witnesseth

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the Retail Installment Contract dated 2-8-95 in the Amount Financed of THIRTEEN THOUSAND AND

AND EIGHT HUNDRED DOLLARS

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 installments of \$276 each beginning MARCH 18 1995 and a final installment of 270 3/18 2005 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 contract may from time to time

in writing appoint and in the absence of such appointment then at the office of the holder at 11930 S. WESTERN 2D BLUE ISLAND ILLINOIS

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, conditions and agreements herein contained, 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 Calumet City, COUNTY OF COOK AND STATE OF ILLINOIS to wit:

Lot 19 (except the south 32.11 feet) AND the south 39.4 feet of Lot 18 IN BLOCK 3 IN CRYERS CALUMET CENTER ADDITION, BEING A subdivision of the EAST 1/2 of the North West 1/4 of SECTION 12 TOWNSHIP 36 NORTH RANGE 14 EAST of the Third Principal Meridian IN COOK COUNTY ILLINOIS
PROPERTY TAX # 201-12-105-042
ADDRESS 303 CHAPPEL CALUMET CITY ILLINOIS

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 in parity with said real estate 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, inador beds, 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.

The name of a record owner is: CARL WALKER This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein 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. (Seal) (Seal) PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) Carl Walker Margaret Mary Orray Walker

State of Illinois, County of Cook I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that CARL WALKER and MARGARET MARY ORRAY WALKER HIS WIFE whose names are subscribed to the foregoing instrument, appeared before me on this day in person, and acknowledged that they 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 of the right of homestead.



Given under my hand and official seal, this eighth day of February 1995 Commission expires 1995 Notary Public

2350

# 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 incumbrances, except 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 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 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 holder of the contract duplicate receipts therefor. In event of 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 in good repair, including painting, lighting and window shades, and shall provide for payment of fire, theft and other insurance companies of their choice, and shall pay the cost thereof, and in the event of loss or damage to the premises shall pay in full the fire, theft and other insurance policies payable in case of loss or damage to Mortgagors or their heirs, assigns or legal representatives by the standard mortgage insurance policy and shall deliver all policies, including additional and renewal policies hereunder of the contract and in case of insurance of such type shall have renewed policies not less than ten days prior to the respective dates of expiration.

4. In case of default hereunder Mortgagee or the holder of the contract may, at its option, pay or cause to be paid any taxes, assessments, charges or other obligations of Mortgagors in any amount deemed expedient, and may, at its option, incur any expense, including reasonable attorney's fees, in enforcing its rights hereunder, and in the event of sale or foreclosure of the premises, the proceeds of such sale or foreclosure shall be applied to the payment of such taxes, assessments, charges or other obligations, and the balance, if any, shall be paid to Mortgagors or their heirs, assigns or legal representatives, and in the event of any such sale or foreclosure, the expenses and costs of such sale or foreclosure shall be paid by Mortgagors or their heirs, assigns or legal representatives, and in the event of any such sale or foreclosure, the proceeds of such sale or foreclosure shall be applied to the payment of such taxes, assessments, charges or other obligations, and the balance, if any, shall be paid to Mortgagors or their heirs, assigns or legal representatives, and in the event of any such sale or foreclosure, the expenses and costs of such sale or foreclosure shall be paid by Mortgagors or their heirs, assigns or legal representatives.

5. Mortgagors shall not, without the written consent of Mortgagee or the holder of the contract, lease, convey, or otherwise dispose of the premises or any part thereof, or create any lien or charge thereon, or in any way encumber the premises or any part thereof, or permit the premises or any part thereof to be used for any purpose other than that for which the premises were originally intended to be used, or to be used for any purpose which is prohibited by law or municipal ordinance.

6. Mortgagee or the holder of the contract may, at its option, assign or convey the mortgage or the contract to any person, and the assignee or transferee shall have the same rights and remedies as if it were the original mortgagee or holder of the contract, and the assignment or conveyance shall be binding upon Mortgagors and their heirs, assigns or legal representatives.

7. Where the premises are owned by a partnership, firm, association, trust, estate, or other entity, the Mortgagors shall be the partners, members, associates, trustees, or other persons who are the owners of the premises, and the Mortgagors shall be jointly and severally liable for the performance of the obligations of the premises.

8. The Mortgagors shall not, without the written consent of Mortgagee or the holder of the contract, create any other lien or charge on the premises or any part thereof, or in any way encumber the premises or any part thereof, or permit the premises or any part thereof to be used for any purpose other than that for which the premises were originally intended to be used, or to be used for any purpose which is prohibited by law or municipal ordinance.

9. The Mortgagors shall not, without the written consent of Mortgagee or the holder of the contract, create any other lien or charge on the premises or any part thereof, or in any way encumber the premises or any part thereof, or permit the premises or any part thereof to be used for any purpose other than that for which the premises were originally intended to be used, or to be used for any purpose which is prohibited by law or municipal ordinance.

10. The Mortgagors shall not, without the written consent of Mortgagee or the holder of the contract, create any other lien or charge on the premises or any part thereof, or in any way encumber the premises or any part thereof, or permit the premises or any part thereof to be used for any purpose other than that for which the premises were originally intended to be used, or to be used for any purpose which is prohibited by law or municipal ordinance.

11. The Mortgagors shall not, without the written consent of Mortgagee or the holder of the contract, create any other lien or charge on the premises or any part thereof, or in any way encumber the premises or any part thereof, or permit the premises or any part thereof to be used for any purpose other than that for which the premises were originally intended to be used, or to be used for any purpose which is prohibited by law or municipal ordinance.

12. The Mortgagors shall not, without the written consent of Mortgagee or the holder of the contract, create any other lien or charge on the premises or any part thereof, or in any way encumber the premises or any part thereof, or permit the premises or any part thereof to be used for any purpose other than that for which the premises were originally intended to be used, or to be used for any purpose which is prohibited by law or municipal ordinance.

13. The Mortgagors shall not, without the written consent of Mortgagee or the holder of the contract, create any other lien or charge on the premises or any part thereof, or in any way encumber the premises or any part thereof, or permit the premises or any part thereof to be used for any purpose other than that for which the premises were originally intended to be used, or to be used for any purpose which is prohibited by law or municipal ordinance.

14. The Mortgagors shall not, without the written consent of Mortgagee or the holder of the contract, create any other lien or charge on the premises or any part thereof, or in any way encumber the premises or any part thereof, or permit the premises or any part thereof to be used for any purpose other than that for which the premises were originally intended to be used, or to be used for any purpose which is prohibited by law or municipal ordinance.

15. The Mortgagors shall not, without the written consent of Mortgagee or the holder of the contract, create any other lien or charge on the premises or any part thereof, or in any way encumber the premises or any part thereof, or permit the premises or any part thereof to be used for any purpose other than that for which the premises were originally intended to be used, or to be used for any purpose which is prohibited by law or municipal ordinance.

### ASSIGNMENT

FOR VALUABLE CONSIDERATION Mortgagee hereby SELLS, ASSIGNS, and TRANSFERS the within mortgage to:



Mortgagee

BY

D E L I V E R Y	NAME	MARV BILFELD
	STREET	11930 S. WESTERN RD
	CITY	BLUE ISLAND IL 60406
	INSTRUCTIONS	OR

RECEIVED BY THE MORTGAGEE

This instrument is acknowledged by:

Name

Address