

# UNOFFICIAL COPY

95180410

## MORTGAGE

THIS INDENTURE made March 10, 1995, between Cynthia Hetherington, single, never married herein referred to as "Mortgagor's", and Old Kent Bank, an Illinois Corporation, herein referred to as "Mortgagee", witnesseth:

THAT, WHEREAS, the Mortgagors are justly indebted to the Mortgagee upon the note of even date herewith, in the principal sum of One thousand, four hundred dollars and no/100

Dollars (\$1,400.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum as specified therein.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and such other amounts as may be due and owing under said note, in accordance with the terms provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is heraby acknowledged, due 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, situated, lying and being in the Town of Maywood, County of Cook, State of Illinois, to wit:

LOTS 19 AND 20 IN BLOCK 141 IN MAYWOOD, BEING A SUBDIVISION IN PARTS OF SECTIONS 2, 11 AND 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Land Title Co. DEPT-01 RECORDING \$27.50  
140000-TRAN 1097 05/17/95 16:03:00  
1672403 \*-95-180410  
UP-624622 COOK COUNTY RECORDER

PIN # 15 14 109 011  
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 on a 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 state 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.

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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 MORTGAGORS HEREBY COVENANT WITH THE MORTGAGEE AS FOLLOWS:

1. Mortgagors shall (1) promptly repair, restore or rebuild any building 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 thereof; (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 the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises and the use hereof; (5) 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 the Mortgagee duplicate receipts therefor, to prevent default hereunder Mortgagors shall pay in full under protests, in the manner provided by statute, any taxes or assessments which mortgagors may desire to contest.

3. Mortgagors shall keep all buildings or improvements now or hereafter situated on said premises insured against loss or damages by fire, lightning, 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 Mortgagee, 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 the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to respective dates of expiration.

4. When 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 for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and

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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, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagees 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 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, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage on any indebtedness hereby secured; or (b) preparation for 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 actual or threatened suit or proceeding which may affect the premises or the security thereof.

5. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint 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 same shall be then occupied as a homestead or not, and the Mortgagee 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 deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would 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, control, management and operation of the premises during the whole or said period.

6. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

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7. Mortgagee shall have the right to declare the full balance due and owing under the note and shall have the right to foreclose hereunder in the event Mortgagors are in default under any terms contained in said note.

8. Further, in the event Mortgagors shall place said premises for sale shall sell the same prior to the expiration of 10 years from the date hereof, the remaining balance due and owing under said note may be accelerated at the option of the Mortgagee and the

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same shall constitute an event of default hereunder thereby permitting Mortgagee to foreclose upon said premises.

9. Mortgagors further covenant and agree that they shall comply with and perform all terms and conditions of the certain Community Home Buying Program Subsidy Funds Recapture Agreement entered into between Mortgagors and Old Kent Bank on or about this date. In the event Mortgagors shall fail to comply with or perform any of the obligations required of them to be performed under said Agreement, then the remaining balance due and owing under said Note may be accelerated at the option of the Mortgagee and the same shall constitute an event of default hereunder thereby permitting Mortgagee to foreclose upon said premises.

IN WITNESS WHEREOF, this mortgage has been duly executed the day and year first above written.

Cynthia Hetherington  
Cynthia Hetherington

State of Illinois )  
County of Kane )

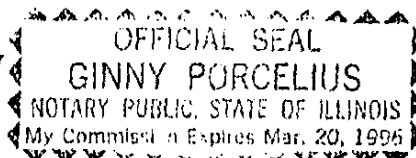
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Cynthia Hetherington

personally known to be the same person whose name LS subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed, and delivered the said instrument as her 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 10<sup>th</sup> day of April, 1995

[Signature]  
Notary Public

This instrument was prepared by  
Old Kent Bank  
1500 N. Main Street  
Wheaton, IL 60187



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(THE ABOVE SPACE FOR RECORDER'S USE ONLY)

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DEPT-01 RECORDING \$23  
TRAN 1097 03/17/95 16:03:0  
#6788 # C J \* -95-1804  
COOK COUNTY RECORDER

Year: 2000

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### Regi Estate Transfer Tax

**\$1000**

**Legal Estate Transfer Tax**

51000



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Real Estate Transfer Tax



Good Evening Friends

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## Real Estate Transfer Tax



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