UNOFFICIAL COPY

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DEPT-01 RECORDING TRAN 4240 04/04/95 11:35:00 COUNTY RECORDER

REAL ESTATE MORTGAGE

Account No.

11285

1995

THIS MORTGAGE made this OGrdday of DWIGHT HOWARD AND JAKET HOWARD, HIS WIFE Mortgagor,

CHICAGO IL 60632

, whose address is 3518 S CALIFORNIA AVE

(herein "Mortgagor"), and the

Mortgagee, BANC ONE FINANCIAL SERVICES, INC. incliana Corporation, whose address is 7250 159th ST ORLAND PARK IL 60462

(herein "Mortgagee").

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of \$ 15463.92 APRIL 3, 1995 indebtedness is evidenced by Mortgagor's note or other debt instrument dated

, which

, between the

(herein "Note"), providing for monthly installments of principal and irvenist, with the balance of the indebtedness, if not sooner paid. due and payable on APRIL 7

TO SECURE to Mortgagee the repayment of the indebtedness evidence) by the Note, with interest thereon, together with any 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. Mortgagor does hereby mortgage, grant, convey and warrant to Nortgagoe the following described property located . State of Illinois: in the County of

LOT EIGHT (8) IN BLOCK ONE (1) IN GROSS AND MOORE'S SUBDIVISION IN THE EAST HALF (E 1/2) OF THE SOUTH WEST QUARTER (SW 1/4) OF O SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A SUBDIVISION OF LOTS ONE (1), TWO (2) AND THREE (3) (EXCEPT STREETS) OF SUPERIOR COURT PARTITION OF THE EAST HALF (E 1/2) OF THE SOUTH WEST (SW 1/4) OF SAID SECTION 36, SITUATED IN THE CITY OF CHICAGO

TAX ID 16-36-304-027

3518 S CALIFORNIA CHICAGO which has the address of (Address) (herein "Property Address"):

(City)

, Illinois.

TOGETHER with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection therewith fall 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 seized 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 Mortgaged) and that Mortgagor will warrant and defend generally the title to the Mortgaged Premises against all claims and demands, subject to any declarations, it essements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagee's interest in the Mortgaged Premises.

Mortgagor covenants and agrees with Mortgager Lat: FCALCOPY

- 1 Mortgagor will pay the indebtedness as hereinbefore provided including paying any deficiency hereunder; keep the improvements on the property insured against loss or damage by fire and such other risks customarily covered by fire 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 loss and court costs which actually are expended in the enforcement or defense of the terms of this Mortgage or the lien hereol or of any other instrument evidencing or according the loan plus less paid public officers for filling, recording and releasing this Mortgage or any other instrument securing this loan, and in the event of default in any payment the Mortgages may pay the same and the Mortgages 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 Mortgage; no improvements shall be removed or destroyed without the written consent of the Mortpagee; the Mortpagee 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 heretolore 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 Mortgagos, or if waste shall be committed or permitted, or should any action or proceedings be filled in any court to enforce any filen 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 Mortgages and to Mortgagor as their respective interests may aproar, said shall not be subject to cancellation without thirty (30) days' prior written notice to Mortgages. Mortgages Mortgages to endorse on Mortgagor's and all drafts reflecting such insurance proceeds, and the proceeds of any condemnation or eminent domain proceedings which are hereby assigned to Mortgages, provided that Mortgages shall remit to Mortgagor such surplus, if any, as remains after the insurance or condemnation proceeds have been applied, at Mortgages's and discretion, to the restoration of the Mortgaged Premises or to the satisfaction of all indebtedness secured by this Mortgage. All such policies of insurance and all abstracts of title or title insurance policies covering the Mortgaged Premises shall, at Mortgages's request, be delivered to and retained by Mortgages and to Mortgages and the proceeds of any condemnation or eminent domain proceedings.
- 3. Any forbearance by Mortgagee in exercising any righ or remedy hereunder, under the Note or otherwise afforded by applicable law, shall not be a waiver of or preclude the subsequent exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens 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 are 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 and valid 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.
 - Mortgagor waives all right of Homestead Exemption in the mortgaged proporty described herein.
- Mortgagor includes each person executing this instrument if more than one, his neits cuccessors and assigns and Mortgagee includes its successors, assigns and attorneys.

IN WITNESS WHEREOF,	Mortgagor, and each of	them, has executed this Mortgi	age this 350 day of APRIL	, 1995
WITNESS:			74	
But d	andly	Witness DWIGH	T HOWARD AKAN	Mortgagor
Bull (M.	indly of		T HOWARD	Mortgagor
STATE OF ILLINOIS	, 80.	, , , , , , , , , , , , , , , , , , ,)
COUNTY OF COOK) SS:			

The foregoing instrument was acknowledged before me this

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APRIL

1995

v DWIGHT HOWARD AND JANET HOWARD, HIS WIFE

As HIS/HER/THEIR Free and Voluntary Act, fighte uses and purposes therein set forth, including the release and waiver of the Right of Homestead.

OFFICIAL SEAL

DERRICK DAVIS

NOTARY PUBLIC STATE OF ILLINOIS

NY COMMISSION FROM: 1-4-1008 Site of ILLINOIS

Notary Public COOK

County

My Commission Expires: 1-4-98

the interfacent prepared by PHYLLIS T DURAND 7250 159TH ST ORLAND PARK IL 60462

