

THIS INDENTURE made JANUARY 25 1995 between

JOHN P. FOX

SHERYL A. FOX

6851 HEMLOCK HANNOVER PARK, ILLINOIS
(IND AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors" and

EVERLAST EXTERIORS OF ILLINOIS, INC.

5815 N. LINCOLN AVE - CHICAGO, ILLINOIS
(IND AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee," witnesseth

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the Retail Installment Contract dated JANUARY 25 1995 in the sum of THIRTEEN THOUSAND EIGHT

HUNDRED SIXTY FOUR AND 80/100 DOLLARS

to pay the said sum in 10 installments of \$ 115.54 each beginning APRIL 1, 1995

to 95 and a final installment of \$ 115.54 payable on MARCH 1, 2005

and all of said indebtedness is made payable at such place as the holder of 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 EVERLAST EXTERIORS

5815 N. LINCOLN AVE - CHICAGO, ILLINOIS
NOW KNOWING the Mortgagee 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 by the Mortgagors to be performed 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 VILLAGES OF HANNOVER PARK COUNTY OF COOK AND STATE OF ILLINOIS to wit

SUB-DIVISION NAME - HANNOVER PARK TERRACE

HANNOVER PARK TERRACE A SUB-DIVISION OF SECTIONS 35 AND 36-41-9 REC DAT 6/6/03/1903 TDC NO 18713033

ST-74-R6-BLOCK 17 LOT 36-41-09 000147

95306313

23.50
70.00
43.50

FIN 06-36-118-029-0000

which with the property hereinafter described is referred to herein as the premises. TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances therein 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 as a party with said real estate and not secondarily and all apparatus, equipment or articles now or hereafter therein or thereon used in supplying heat, gas, air conditioning, water, light, power, refrigeration whether single unit or centrally controlled, and ventilation, including without restriction the foregoing screens, window shades, storm doors and windows, floor coverings, in-door 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 claims 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 JOHN P. FOX & SHERYL A. FOX

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.

PLEASE PRINT OR TYPE NAMES BELOW SIGNATURES

John P. Fox

SHERYL A. FOX

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 JOHN P. FOX & SHERYL A. FOX

IMPRESS SEAL HERE

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as 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 24th day of JANUARY 1995

Commission expires

OFFICIAL SEAL
KAREN J. ZARKIN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/20/99

Notary Public

UNOFFICIAL COPY

ADDITIONAL COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORTGAGE AND INCORPORATED THEREIN BY REFERENCE.

1. Mortgagor shall promptly repair, restore or rebuild any buildings or improvements now or hereafter situated 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 other than 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 indebtedness to Mortgagee or to holder of the contract (4) complete within a reasonable time any building or building work at any time in progress or to be commenced upon said premises and comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof (5) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagor 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. To prevent default hereunder Mortgagor shall pay in full under protest in the manner provided by statute any tax or assessment which Mortgagee may desire to contest.

3. Mortgagor 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 sufficient either to replace the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby. All such companies satisfactory to the holder of the contract under insurance policies payable in case of loss or damage to Mortgagee, such rights to be held 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 notice 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 hereinafter required of Mortgagor in any form and manner deemed expedient and may lawfully not make full or partial payments of principal or interest on prior encumbrances if any and accrete discharge, compromise or settle any claim or other prior lien or claim thereon or order in any way the sale or foreclosure affecting said premises or contest any tax or assessment. All moneys paid for any of these purposes herein authorized and all expenses paid or incurred in connection therewith including attorneys' fees and any other moneys advanced by Mortgagee or the holder 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. Liability of Mortgagee or holder of the contract shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.

5. The Mortgagee or the holder of the contract hereby secured hereby any payment hereby authorized relating to taxes and assessments thus done according to any bill statement or estimate procured from the appropriate public officer without inquiry into the accuracy of such bill statement or estimate or into the validity of any tax assessment said bill statement tax notice or estimate shall be deemed to be correct.

6. Mortgagor shall pay each item of indebtedness 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 remain outstanding in the contract or in this Mortgage to the contrary become due and payable immediately in the case of default in making payment of any installment on the contract as if when default shall occur and continue for thirty days in the performance of any other agreement of the Mortgagors herein contained.

7. 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 or holder of the contract for attorneys' fees, appraiser's fees, mileage for documentary and expert evidence, stenographic services, publication costs and costs which may be estimated as to items to be expended after entry of the decree of foreclosure all such abstracts of title, searches and examinations, guarantee policies, Torrens records and similar data and assurances with respect to title as Mortgagee or holder of the contract may deem it necessary or desirable to require either in person or to evidence to holders at any sale which may be had pursuant to such decree or in the event of the sale that the value of the premises are sufficient to evidence and expenses of the nature in this paragraph mentioned shall be paid so much additional indebtedness secured hereby and immediately due and payable when paid or incurred by Mortgagee or holder of the contract in connection with any proceeding including private and bankruptcy proceedings to which either of them shall be a party either as plaintiff or claimant and in full in any proceeding this Mortgagee or any indebtedness hereby secured by the preparatory for the consummation of any sale hereunder shall be deemed to be a full and complete assignment of all rights of not actually committed 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 paid up in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured indebtedness, and third, the balance, if any, shall be paid to the holder of the contract. All other indebtedness if any remaining unpaid on the contract, fourth, any moneys due to Mortgagee or holder of the contract by the Mortgagors or assigns as their rights may appear.

9. Upon or at any time after the filing of a bill of foreclosure or any proceeding in law or equity which may result in the foreclosure of said premises such appointment may be made either before or after sale with or without notice to the Mortgagors and such person shall be the trustee of Mortgagee as the time of application for such receiver and without regard to the provisions of the provisions of the contract which shall be the trustee of Mortgagee as the time of application and the Mortgagee hereunder may be appointed as such receiver. Such receiver shall have power to sell the premises, issue and protect said premises during the pendency of such foreclosure suit and in case of a sale and delivery of the premises to the holder of the contract, whether there be redemption or not, as well as during any further times when Mortgagee may require the same, and shall be entitled to collect such rents, issues and profits, and all other moneys which may be necessary or appropriate for the proper and efficient management and operation of the premises during the whole of said period. The court in its decree shall make a proper order for the receiver to apply the net income in his hands in payment in whole or in part of (1) the indebtedness secured hereby by the Mortgagee or holder of the contract in any tax special assessments or of other lien which may be or become superior to the lien hereof or of such other lien, provide for such payments as shall be made prior to foreclosure sale (2) the deficiency in law of a sale and deficiency.

10. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the contract hereby secured.

11. Mortgagee or the holder of the contract shall have the right to inspect the premises at any reasonable time and access there to shall be permitted for that purpose.

12. If Mortgagors shall sell, assign or transfer any right, title or interest in said premises or any portion thereof without the written consent of the holder of the contract secured hereby, holder shall have the right as holder of the contract to apply to the court for an order to apply the net income in his hands in payment in whole or in part of the indebtedness secured hereby by the Mortgagee or holder of the contract notwithstanding.

ASSIGNMENT

FOR AVAILABLE CONSIDERATION Mortgagee hereby sells, assigns and transfers the within mortgage to

Date: MORTGAGEE:
BY:

DELIVERY TO: EVERLAST EXTERIORS OF ILLINOIS, INC. 5875 N. Lincoln Chicago, IL 60659

RECORDED IN BOOK 10000 PAGE 10000
6851 HEDLOCK - HANOVER PARK, IL 60133
K. ZARKIN 5875 N. LINCOLN CHICAGO IL 60659

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