

# UNOFFICIAL COPY

MORTGAGE ILLINOIS

95306313

THIS INDENTURE made JANUARY 25 1995 between  
JOHN P. FOX  
SHERYL A. FOX  
6851 HEMLOCK HANOVER PARK, IL 60143  
INCH AND STREET WITH STATE  
herein referred to as "Mortgagors" and  
EVERLAST EXTERIORS, INC., IL INC. LOC:  
5815 N. LINCOLN AVE. CHICAGO, IL 60654  
INCH AND STREET WITH 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 THREE THOUSAND EIGHTEEN DOLLARS  
THREE HUNDRED SIXTY EIGHT CENTS AND 80/100, 10,386.80 DOLLARS,  
to pay the said sum by 18 installments of \$103.54 each beginning JANUARY 1, 1995  
10.45% and a final installment of \$103.54 payable on MARCH 1, 2003  
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 2815 N. LINCOLN AVE., CHICAGO, IL 60654

NOW THEREFORE, 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 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 situated, lying and being in the VILLAGE OF HANOVER PARK, COUNTY OF  
COOK, STATE OF ILLINOIS, AND STATE OF ILLINOIS

Sub-Division Name = Hanover Park Tax Area 6

HANOVER PARK TAX AREA 6 SUB DIVISION OF SECTION 35  
AND 36 - 41 - 9 RECD PAR 01/03/1993 DOB NO 18113033  
ST - TD - NO. BLOCK PT LOT  
36 - 41 - 09

95306313

23.50  
720.00  
43.50

PIN 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 thereto belonging, and all rents, issues and profits  
thereon 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 thereon used in supply heat, gas, air conditioning, water,  
light, power, refrigeration, whether single unit or centrally controlled, and ventilation, including without restricting the foregoing, screens, window  
shades, storm doors and windows, floor coverings, indoor 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 article, hereinafter placed in the  
premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

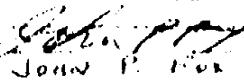
TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes and upon the  
uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the state of Illinois, which said rights  
and benefits the Mortgagors do hereby expressly release and waive.

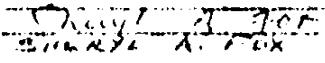
The name of a record owner is JOHN P. FOX & SHERYL A. FOX

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 NAME IN  
BLOCK  
SIGNATURE

  
John P. Fox

  
Karen J. Zarkin

(S)AB

(S)AB

State of Illinois, County of COOK

In the State aforesaid, DO HEREBY CERTIFY that

I, the undersigned, a Notary Public in and for said County

JOHN P. FOX & SHERYL A. FOX

IMPRINT  
SEAL  
HERE

personally known to me to be the same person as whose name is subscribed to the foregoing instrument,  
appeared before me this day in person, and acknowledged that John P. Fox signed, sealed and delivered the said instrument as  
a 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 NOTARIAL SEAL day of JANUARY 1995  
Commission expires 3/20/99

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

Notary Public

# UNOFFICIAL COPY

~~DO NOT FILE~~

G.C. COFFEE

**ADDITIONAL CONVENTIONS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORTGAGE AND INCORPORATED HEREIN 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 encumbrances other than liens for fees not expressly subordinated to the lien hereof (3) pay when due any indebtedness which may be secured by a claim or charge on the premises superior to the lien hereof and upon request exhibit satisfactory evidence of the discharge of such prior claim 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 penalties 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 furnished Mortgagee or holder of the contract duplicate receipts therefor. In present default hereunder Mortgagors shall pay to full under protest to the amount provided by statute, any tax or assessment which Mortgagee 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 windstorms under policies providing for payment by the insurance companies of losses sufficient to pay the cost of repairing or repairing the same or to pay in full the indebtedness secured hereby. Such companies shall satisfy to the holder 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 which is to expire shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default herein Mortgagee or the holder of the contract may, but need not, make any payment or perform any act he deems necessary 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 indebtedness if any and purchase, discharge, compromise or settle any or all or part of other prior items or liens or claims thereon or redeem from any one sale or forfeiture affecting said premises or contest any tax or assessment. All monies paid for any of these purposes herein authorized and all expenses paid in connection therewith including attorneys' fees and any other costs advanced by Mortgagee or the holders of the contract to protect the mortgaged premises and the lien hereof shall be an additional indebtedness secured hereby and shall become immediately due and payable without notice. Action of Mortgagee or holders 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 Mortgagor or the holder of the contract, directly or indirectly making any payment hereby authorized relating to taxes and assessments may do so according to any bill statement or estimate prepared from the appropriate public office without inquiry into the accuracy of such bill statement or estimate or into the validity of any tax assessment, sale, forfeiture, fee or other title or claim thereto.

6. Mortgagors 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 notwithstanding anything in the contract or in this Mortgage to the contrary, become due and payable immediately in the case of refusal to make payment of any instalment on the contract, or if when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereinafter 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 to the debtor, for sale all expenditures and expenses which may be paid of incure by or on behalf of Mortgagee or holder of the contract for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographic, transcript, publication costs and other which may be estimated as to amounts to be expended during the pendency of prosecuting all such foreclosure of the lien hereon and examinations, guarantee policies, title insurance policies and similar data and assurances with respect thereto as Mortgagee or holder of the contract may determine to be reasonably necessary either in preparation for or witness to evidence to be tendered at any sale which may be had pursuant to such sale or the non-delivery of the title to the value of the premises. All expenditures and expenses of the nature of those in this paragraph mentioned shall be an 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 probate and bankruptcy proceedings, to which either of them shall be a party either as plaintiff, claimant or defendant to recover the Mortgage or any indebtedness hereinafter secured or the preparation for the commencement of any such action, hearing, trial or cause and such right to foreclose whether or not actually commenced or 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 in proportion to the following order of priority. First, on account of all costs and expenses incident to the foreclosure proceedings, the holding of auction, sale or otherwise in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness, including but not limited to the contract and all other indebtedness if any remaining unpaid on the contract, seventh are kept as in Mortgage or otherwise by the representative or assignee as their rights may appear.

9. Upon or at any time after the filing of a bill of sale or otherwise specifying which holder of the lien may appoint a receiver of said premises, such appointment may be made either before or after sale with or without a court order, or by the holder of the lien itself at a foreclosure sale and the Mortgagee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits and to premise during the pendency of such foreclosure sale and in case of a sale and delivery to receive the same, and to hold or redeem, whether there be redemption or not, as well as during any further times when Mortgagee may repossess the same, the receiver, who would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or convenient to effect the same, power to control management and operation of the premises during the whole of said period. The receiver may, if he may so choose, apply the net income in his hands in payment in whole or in part of (1) the indebtedness secured hereby, or any deficiency after applying the Mortgage or any tax, special assessment or other item which may be or become superior to the two or, if no deficiency is provided, to a sum equivalent to foreclose sale (2) the deficiency, in case of a sale and delivery.

10. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would be good and available to the party interpreting same in an action at law upon the contract hereby secured.

11. Mortgagor or the holder of the contract shall have the right to inspect the premises or any part thereof and as much as shall be permitted for that purpose.

12. If Mortgagors shall sell, assign or transfer any right, title or interest in said premises, or any part thereof, without the written consent of the holder of the contract secured hereby, holder shall have the right at holder's option to declare all unpaid indebtedness secured by this mortgage to be immediately due and payable, anything in said contract or this mortgage to the contrary notwithstanding.

## ASSIGNMENT

**ENTITLED: EVERLAST EXTERIORS, INC.** Mortgagee hereby sells, assigns and transfers the whole mortgage to:

**Date:** 10/20/03

**16**

<b>D</b>	<b>NAME</b>
<b>E</b>	<b>SOURCE</b>
<b>L</b>	<b>CITY</b>
<b>V</b>	<b>STATE</b>
<b>R</b>	<b>ZIP CODE</b>
<b>Y</b>	<b>PHONE NUMBER</b>

**EVERLAST EXTERIORS  
OF ILLINOIS, INC.  
5875 N. Lincoln  
Chicago, IL 60669**

**OR**

**1000 BURLING, SUITE 1000  
1000 BURLING, SUITE 1000  
1000 BURLING, SUITE 1000**

**6851 HENRICK - HANOVER PARK, IL 600103**

**K. LARKIN 5875 N. Lincoln Chicago, IL  
60659**