

# UNOFFICIAL COPY

## MORTGAGE

96457446

96494877

THIS MORTGAGE is made MAY 30TH 19 96

between SAMMIE I BURNETT AND JESSIE BURNETT, HIS WIFE, AS JOINT TENANTS ("Mortgagors"), and SECURITY PACIFIC FINANCIAL SERVICES INC.

DELAWARE Corporation ("Lender"), witnesseth.

Mortgagors mortgage and warrant to Lender, to secure payment of that certain Note dated MAY 30TH 19 96, in the

principal sum of THIRTY-FIVE THOUSAND, SIX HUNDRED, TWENTY-SIX DOLLARS AND 40/100 Dollars, which provides for  monthly instalments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on 06/04/11 or  an initial balance stated above and a credit limit of \$ N/A under a Revolving Loan Agreement; all at a rate of N/A and any extensions, renewals, modifications, or refinancings thereof,

the following described real estate and all of their estate, right, title and interest therein, situated in FORD HEIGHTS COUNTY OF COOK AND STATE OF ILLINOIS, legally described as:

**THE EAST 60 FEET OF LOT 5 AND LOT 6 (EXCEPT THE EAST 15 FEET OF SAID LOTS) IN BLOCK 2 IN LINCOLN WOODLAWN GARDENS FIRST ADDITION, A SUBDIVISION OF ( EXCEPT THE EAST 215 FEET OF THE SOUTH 245 FEET THEREOF) THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS P.I.# 32-23-234-031-0000 AKA 1503 R 13TH PL FORD HEIGHTS IL 60411**

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this State, TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances now or hereafter placed on the property, and all rents, issues and profits, all of which shall be deemed to be a part of the property covered by this Mortgage (the "premises").

TO HAVE AND TO HOLD the premises unto Lender, its successors and assigns forever, for the purposes, and upon the uses herein set forth. This Mortgage may not be assumed.

This Mortgage consists of three pages. The covenants, conditions and provisions appearing on page 2 and page 3 are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagors, their heirs, successors and assigns.

WITNESS the hand \_\_\_\_\_ and seal \_\_\_\_\_ of Mortgagors the day and year first above written.

Sammie I Burnett (SEAL) Jessie Burnett (SEAL)  
SAMMIE I BURNETT JESSIE BURNETT  
\_\_\_\_\_  
(SEAL) (SEAL)

[note: name of Mortgagors must be typed below signatures]

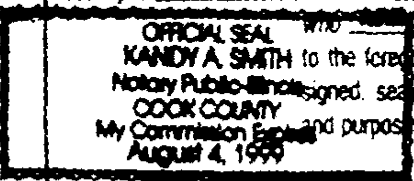
This Mortgage was prepared by Security Pacific Financial Services Inc

STATE OF ILLINOIS, }  
County of COOK } SS. I, THE UNDERSIGNED  
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

SAMMIE I BURNETT AND JESSIE BURNETT  
personally known to me to be the same person S whose name S subscribed  
to the foregoing instrument, appeared before me this day in person and acknowledged that THEY  
Notary Public signed, sealed and delivered the said instrument as THEIR free and voluntary act, for the uses  
and purposes therein set forth.

Given under my hand and Notarial Seal this 30TH day MAY 19 96.

Kandy A. Smith Notary Public



BOX 333

7612552 HE  
1/21/96

2500

2500

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9. Upon or at any time after the filing of a bill to foreclose this Mortgage, the court in which such bill 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 Lender hereunder 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 a 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, possession, control management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of 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 Note hereby secured.

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

12. Lender shall release this Mortgage and the lien thereof by proper instrument when all indebtedness secured by this Mortgage has been fully paid.

13. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. The word "Note" when used in this instrument shall be construed to mean "Notes" when more than one Note is used.

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SECURITY PACIFIC FINANCIAL SERVICES INC.  
MAIL TO: 9222 W 159TH ST SUITE 109  
ORLAND PARK IL 60462

PLACE IN RECORDER'S OFFICE BOX NUMBER \_\_\_\_\_

FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

1503 13TH PL

FORD HEIGHTS IL 60411

ORIGINAL

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