# UNOFFICIAL COPY MORTGAGE (ILLINOIS)

290	1300184	
THIS INDENTURE, made	7-/ 19_96, between	
GREGORY FIELDS		CONTRACTOR MATERIAL
22923 LAWNDALE, RICHTON PARK	, IL 60471 (CITY) (STATE)	- 1. 1967 × 1968、3063 かたいいではできま - 20673 ま 紅 新 - 第十 別は十 別を記 - 7001、といか)には2707968
herein referred to as "Mortgagors," and		
SOUTH CENTRAL BANK & TRUST C	OMPANY	
555 WEST ROOSE/FLT ROAD	CHICAGO, ILLINOIS 60607	36563820
(NO. AND STREET)	(CITY) (STATE)	Above Space For Recorder's Use Only
herein referred to as "Mortgagee," (viczesseth:		
	ly indebted to the Mortgagee upon the	Retail Installment Contract dated
THAT WHEREAS the Mortgagors p.e justine THOUSAND TWO HUNDRED	AND NO/100***	Financed of 7 - 7 - 7 - 7 - 7 DOLLARS
(\$ 9.200.00 ), payable	to the order of and delivered to the Mo	ortgages, in and by which contract the Mortgagors promise to
Retail Installment Contract from time to time uni	paid in 119 monthly justalime	e of the Amount Financed in accordance with the terms of the each beginning
メ から 19 76, and a	final installment of \$ 132.12	said indebtedness is made payable at such place as the holders
of the contract may, from time to time, in writing	g appoint, and in the absence of such ap	prointment, then at the office of the holder at
		/ELT ROAD, CHICAGO, ILLINOIS 60607-4991.
mortgage, and the performance of the covenants	and agreements hereit contained, by t	accordance with the terms, provisions and limitations of this he Mortgagors to be performed, do by these presents CONVEY
AND WARRANT unto the Mortgagee, and Mortg	ragec's successors and a signs, the follo	wing described Real Estate and all their estate, right, title and COUN'TY OF
cook	IN STATE OF ILLING IS 40 W	
LOT 15 AND THE NORTH 5 FEET ( SUBDIVISION OF THE SOUTHWEST TOWNSHIP 37 NORTH, RANGE 14.	QUARTER OF THE SOUTHER	
ILLINOIS.	the man man	ioni (2 sientistam, in sook sook)
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		<b>9</b> €5≈2 <i>8</i> 20
		7750
which, with the property hereinafter described, is	s referred to herein as the "premises,"	17.50
PERMANENT REAL ESTATE INDEX NUMBER:	25-15-414-020	
ADDRESS OF PREMISES: 11036 W. VERN	ON AVE, CHICAGO, IL 606	528
PREPARED BY BETTY LAM, 555 W. RO	OOSEVELT RD., CHICAGO I	L 60607-4991
thereof for so long and during all such times as N and not secondarily) and all apparatus, equipmer light, power, refrigeration (whether single uni- window shades, storm doors, and windows, floor	Aortgagors may be entitled thereto (whint or articles now or hereafter therein a ts or centrally controlled), and ventilal coverings, inador beds, awnings, stove led thereto or not, and it is agreed that	rtenances thereto belonging, and all rents, issues and profits ich are pledged primarily and on a parity with said real estate and thereon used to supply heat, gas, air conditioning, water, tion, including ( without restricting the foregoing), screens, and water heaters. All of the foregoing are declared to be a all similar apparatus, equipment or articles hereafter placed ituting part of the real estate.

## **UNOFFICIAL COPY**

(Seal)  SE GREGORY FIELDS  OR  ME(S)  W  (Seal)  (Seal	name of the record owner is: GREGORY FIELDS		This mortgage consists of four pages. The covenants, conditions and provisions appearing on page 3 and 4 are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.
OR ME(S) W (Seal) (Seal) (Seal)  Ois, County of  COOK  ss. 1, the undersigned, a Notary Public in and for said County in the State aforesaid, DO MEREBY CERTIFY that GREGORY FIELDS  SS personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purpose therein set forth, including the release and waiver of the right of homestead.  The same seals are subscribed to the foregoing instrument, appeared before the said instrument as free and voluntary act, for the uses and purpose therein set forth, including the release and waiver of the right of homestead.  The same seals are subscribed to the foregoing instrument as free and voluntary act, for the uses and purpose therein set forth, including the release and waiver of the right of homestead.  The same seals are subscribed to the foregoing instrument, appeared before and voluntary act, for the uses and purpose therein set forth, including the release and waiver of the right of homestead.  The same seals are subscribed to the foregoing instrument, appeared before and voluntary act, for the uses and purpose therein set forth, including the release and waiver of the right of homestead.  The same seals are subscribed to the foregoing instrument, appeared before and voluntary act, for the uses and purpose therein set forth, including the release and waiver of the right of homestead.	name of the record owner is: GREGORY FIELDS  This mortgage consists of four pages. The covenants, conditions and provisions appearing on page 3 and 4 are incorporated ein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.	name of the record owner is: <u>GREGORY FIELDS</u> This mortgage consists of four pages. The covenants, conditions and provisions appearing on page 3 and 4 are incorporated in 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
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#### UNOFFICIAL COPY

#### ADDITIONAL COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2 OF THIS MORTGAGE ANI INCORPORATED THEREIN 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 mechanic's or other lieus 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 prior lien to Mortgagee or to holder of the contract; (4) complete within a reasonable time any buildings or buildings now or at any time in progress 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 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 Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. Mortgagors shall "leap 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 insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in (o'll the indebtedness secured hereby, all in companies satisfactory 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 including additional and renewal policies to holder of the contract and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the restrictive dates of expiration.
- 4. In case of default therein, Mortgages or the holder of the contract may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner diem of expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture, 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' (ee), and any other moneys advanced by Mortgagee or the holders of the contract to protect the mortgaged premises and the lien hereof, shall be so true tradditional indebtedness secured hereby and shall become immediately due and payable without notice. Inaction 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 Mortgagee or the holder of the contract hereby secured making any pryment hereby authorized relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public rifice without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or train, thereof.
- 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 (a) immediately in the case of default in making payment of any installment on the contract, or (b) 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 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 attoricys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and 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, guarantee policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee or holder of the contract may deem to be reasonable 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, when paid or incurred by Mortgagee or holder of the contract in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the 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 threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced.

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- 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied 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 additional to that evidenced by the contract; third, all other indebtedness, if any, remaining unpaid on the contract; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their may appear.
- 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 Mortgagee 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;(1) 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; (2) the deficiency in case of a sale ant' or ficiency.
- 10. No action for the enforcacer, 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 the upon the contract hereby secured.
- 11. Mortgague or the holder of the contract shall have the right to inspect the premises at all reasonable times and access thereto 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, 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 FOR VALUABLE CONSIDERATION, Mortgagee hereby sells, assign and transfer the within mortgage to Mortgagee Ву FOR RECCIPOLES INDEX PUROSES INSERT STREET ADDRESS OF AGOV! DECRIBED PROPERTY HERE D SOUTH CENTRAL BANK & TRUST COMPANY NAME 11036 W. VERNON AVI E L 555 WEST ROOSEVELT ROAD CHICAGO, IL 60628 STREET CHICAGO, IL 60607-4991 555 W. ROOSEVELT RD., CHICAGO OR INSTRUCTIONS