

MORTGAGE

UNOFFICIAL COPY

96784936

THIS MORTGAGE is made OCTOBER 10, 1996

between DARRYLL J. GREEN AND DIANE BYAS GREEN, 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 10/10/96 19____, in the

principal sum of THIRTEEN THOUSAND EIGHT HUNDRED FORTY-FOUR AND 67/100 Dollars, which provides for monthly instalments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on 10/16/06 or an initial balance stated above and a credit limit of \$_____ under a Revolving Loan Agreement; all at a rate of _____ 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 CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS, legally described as: THE SOUTH 1/2 OF LOT 39 IN LONGWOOD SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 18, 1889 AS DOCUMENT 1052338, IN COOK COUNTY, ILLINOIS

PIN # 25-06-423-003-0000

DEPT-01 RECORDING 425.00
T0012 TRAN 2548 10/15/96 10:51:00
42691 CG *-96-784936
COOK COUNTY RECORDER

Handwritten initials/signature

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 S_____ and seal S_____ of Mortgagors the day and year first above written.

[Signature] [SEAL]
DARRYLL J. GREEN

[Signature] [SEAL]
DIANE BYAS GREEN

_____[SEAL] _____ [SEAL]

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

This Mortgage was prepared by STEVE SIMMONS 2835 AURORA AVE ST 103 NAPERVILLE IL 60540

STATE OF ILLINOIS,)
County of DUPAGE) SS. I, STEPHEN J. SIMMONS
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT DARRYLL J. GREEN AND DIANE BYAS GREEN, AS JOINT TENANTS who ARE _____ personally known to me to be the same person S _____ whose name S 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 THEIR free and voluntary act, for the uses and purposes therein set forth.
under my hand and Notarial Seal this 10th day October, 19 96.



[Signature] Notary Public

15120-0195

ORIGINAL

BOX 333-CTI

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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
 MAIL TO: 2835 AURORA AVE ST 103
 NAPERVILLE IL 60540

PLACE IN RECORDER'S OFFICE BOX NUMBER _____

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

9419 S PLEASANT AVE

CHICAGO IL 60620

ORIGINAL

[Signature] Page 3 of 3

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