6 : 6 :

96809814

UNOFFICIAL COPY

5648

MORTGAGE (ILLINOIS)

DEPT-01	RECORDING		\$25,50
TAGGG	Tr. 411 17718	44 785 184	47-50-54

- COOK COUNTY RECORDER

O.		Abrova Canna for Canadavia bloo Mah	
THIS INDENTURE, made Rosemary Acovelli	A	Above Space for Recorder's Use Only (
2241 S. Wesley, Berwyn, IL 60	0402		***************************************
herein referred to as "Mortgagors" and	Wa te Roofing	(CUY)	(STATE)
64	5 South Road 83, Elm	hurst, 1L 60126	
	0/		
herein referred to as "Mortgagee," witnesseth:	STREETO	(CHY)	(STATE)
THAT WHEREAS the Mortgagors are just Amount Financed ofTwo_Thousand_! (5_2,708.00),	Seven Hundred Eight	00/100	DOLLARS
promise to pay the said Amount Financed tog Percentage Rate of 17.98, in accordance monthly installments of \$ 172.76, and on the same day of each month thereafter, maturity at the Annual Percentage Rate of 1 holders of the contract may, from time to time M. Walter Roofing, 645 South	with the terms of the Retail Ins. ———————————————————————————————————	taliment Contact from time to time ay after completion 172.76 and all of said inacticulars is man absence of such appointment, the IL 60126	nount Financed at the Annual te unpaid in 17 19 96 19 19 19 19 19 19 19 19 19 19 19 19 19
NOW, THEREFORE, the Mortgagors, to s Retail Installment Contract and this Mortgage, performed, do by these presents CONVEY AN described Real Estate and all of their estate, rig OFCook Klima's Subdivision of Lots 1 a of the Northeast quarter of the Section 30, Township 39 North, County, Illinois.	and the performance of the cov ND WARRANT unto the Mortg tht, title and interest therein, sit AND ST and 2 in Partition of East 41 acres of t	enants and agreements herein convinged, and the Mortgaged's success nate, lying and being in the <u>Cit</u> WIE OF ILLINOIS, to wit: Lot f the West 51.45 acres he East half of the No	ared, by the Mortgagois to be sore and assigns, the following Y 1 higago County 16 in Block 2 in sof the West half orthwest quarter of
	(I MAN)	JSMITH BOTHCHILD 221 N. Lasalle CHICAGO, ILL	ST., SUITE 400

PERMANENT REAL ESTATE INDEX NUMBER: 16-30-202-014

ADDRESS OF PREMISES: 2241 S. Wosley, Borwyn, IL 60402 which, with the property herinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issuex and profits 8/R-INO 1 OF 3 12/94

UNOFFICIAL COPY

thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said reaf'estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein and thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, 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 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.

MORTGAGOR AND MORTGAGEE COVENANT AND AGREE AS FOLLOWS:

- 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 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 prior I en 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 manifipal 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. Mortgagor shall pay before may penalty attaches all general taxes and shall pay special taxes, special assessments, water charges, newer service charges, and other charges against the premises when due, and shall upon written request, furnish to Mortgagee or to holders of the contract duplicate receipts therefor. To prevent actualt hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortagors may desire to context.
- 3. Mortgagors 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 of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness seemed hereby, all in companies satisfactory to the holders 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 about to expire, shall deliver renewal policies not less than ten days prior to the respective date (of expiration).
- 4. In case of default therein, Morgagee of the holder of the contract way, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, out need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tay den or other prior lien on title or glaim thereof, or redeem from any tax sale or forfeiture, affecting said premises or contest any tax or assessment. A timoneys 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 holders 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. Inaction of Mortgagee or holders of the contract hall 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 payment hereby authorized relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquity into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim theret.
- 6. Mortgagors shall pay each item of indebtedness berein 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 any thing in the contract or in this Mortgage to the contrary, become due and payable (a) in the case of default in making payment of any installment on the contract which default shall continue for 30 days, 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 tight 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 behall of Mortgagee or holder of the contract for attorneys' fees, appraised's fees, outlays for documentary and expert evidence, stenographgers' charge; 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. Totrons certificates and similar data and assurances with tespect to title as Mortgagee or holder of the contract may do not 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 toor the value of the promises. 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) my proceeding, including probate and bankruptcy proceedings, to which either at them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or ny indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to proceedings which might affect the lemi-less or the security hereof whether or not actually commenced.

 Schollo 2 OF 3 12 94

UNOFFICIAL COPY

- 1.1.1.8. 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 anguid on the contract, fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 9. Upon, or at any tone after the filing of a bill to forcelose this mortgage the court in which such bill is filled 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 Mortgagoe bereunder 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 ease 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, should 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 seceiver to apply the net meaner and operation of the premises during the whole of said period. The Court from time to time may authorize the seceiver to apply the net meaner and operation of 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 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 to a faction at law upon the contract hereby secured.
- 11. Mortgagee 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.
- 1.2. 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, bother hall 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.

to be immediately due and payable, anything it said contract or this mortgage to the contrary notwithstanding.	
WIENESS the hand and seal مر . of Mortgagors the day and year first above written.	
PLEASE PRINT OR 1YPL NAMES BELOW SIGNATURES (Seal)	•
SIGNATURE(S)	(acarr
State of Illinois, County of Cook 1, the undersigned, a Notary Public in and for said Cou	inty in
the State aforesaid, DO HEREBY CERTIFY that Roseway Acovell1	
personally known to me to be the same personwhose namesubscribed to the foregoing instru- St-At. appeared before me this day in person, and acknowledged thats h signed, sealed and delivered the same person.	
HERE instrument as her free and voluntary act, for the uses and purposes ther	
forth, including the release and wiaver of the right of homestead.	emi vet
an The Array to	12
co of the	
Noter	Pub
S ELIZABETH L WALTER S ASSIGNMENT ASSIGNMENT	2
FOR VALUABLE MODELINGS BUPWERE BURNES BY Sells, assigns and transfers of the within mortgage to	
South Raball Flores	
Date August 28, 1996 By State With the Stratery 1 Insect	
POR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE	
SMITH ROTHCHILD FINANCIAL CORD 2241 S. Wesley, Berwyn, IL 60402	
Lasalle J. Surf ann	1 '
E CHICAGO, ILLINOIS 60601 M. Walter Roofing This lowsument Was Prepared By 645 South Road 83, Elmhurst, IL 60	126
Name) (Address (Addre	

UNOFFICIAL COPY

Property of Cook County Clerk's Office