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MORTGAGE (ILLINOIS)

DEPT-01 RECORDING

\$25.50

- T\$5555 TRAN 5413 01/12/96 09:29:00
- 41875 ÷ JJ #-96-032736
- COOK COUNTY RECORDER

	0	<u></u>	Above Space for Recorder's Use Only	
THIS INDENTURE	made <u>nove</u>	nber 29	19 95 between Camerino	R. Roman
	1123 N. Mo	zait	Chicago (CITY)	Illinois_
herein referred to as	NO A: Mortgagors" and	ND STRUCT;	(CHT)	1910153
		L SERVICES, INC		
	5225 W. Touhy	Ave., #210	Skokie	Illinois
barain rafarrad to a	(NO A) "Mortgagee," witnesse	ND STREET)	(CITY)	(STATE)
ry 7,640,00 promise to pay the Percentage Rate of monthly installments and on the same day	said Amount Financed 15.5 in accorda of S 183.76 of each month thereal), payable to the order together with a Finan nee with the terms of the each, beginn ter, with a final installn		which contract the Mortgagors rount Financed at the Annual e unpaid in 59, 19 96, together with interest after
maturity at the Anni holders of the contra	ial Percentage Rate of	us stated in the inner in writing appoint	he contract, and all of said indebtedness is mad , and in the absence of such appointment, the	le payable at such place as the n at the office of the holder at
Retail Installment C performed, do by the described Real Estat	ontract and this Mortgi ese presents CONVEY e and all of their estate	age, and the performance AND WARRANT unt	of the said sum in accordance with the terms, prove of the covenants and agreements herein cont to the Mortgagee, and the Mortgagee's success therein, situate, lying and being in the <u>Cit</u> AND STATE OF ILLINOIS, to wit:	zincu. by the Mortgagors to be tors ond assigns, the following

Lot 28 in Block 1 in the Resubdivision of Blocks 1,3,4, 5,7 to 11, 13, 14 and 15 and Lots 2, 4 and 5 in Block 36032736 17 all in Carter's Subidivision of Blocks 1 to 4 and Block 7 in Clifford's addition to Chicago in the Southwest 1/4 of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT REAL ESTATE INDEX NUMBER:

16-01-394-016

ADDRESS OF PREMISES: 1123 North Mozart Chicago, IL 60622 which, with the property herinafter described, is referred to herein as the "premises,"

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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 real 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 her hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien bereof 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 building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or monicipal 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 any penalty attaches all general taxes and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges argainst the premises when due, and shall upon written request, furnish to Mortgagee or to holders of the contract duplicate receipts therefor. To preven default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire 'o 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 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 secured 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 dates of expiration.
- 4. In case of default therein. Morgagee 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 deemed 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 on 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' fees, and arry of the 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 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 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 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 claim thereof
- 6. Mortgagors shall pay each item of indebtedness herein mentioned, when due according to the terms hereof, fache option of the holder of the contract, and without notice to the Mortgagors, all unpaid indebtedness secured by the Mortgage shall notwithstanding on thing in the contract or in this Mortgage to the contrary, become due and physible (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.
- 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 respenditures and expenses which may be paid or incurred by or on behalf of Mortgagee or holder of the contract for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographgers' 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 hidders 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 hankruptcy 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 rights 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 he 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 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 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 in an action at law upon the contract hereby secured.
- 11. Mortgagee or the peader 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, assigned 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 ir, said contract or this mortgage to the contrary notwithstanding.

WITNESS the har	dand sealof Mortgagr is the day and year firs		
PLEASE	X Camerino R		
PRINT OR TYPE NAME(S)	Camerino R. Joman		
RELOW SIGNATUREIS)		(Seal)	(Seal
State of Illinois, County	ofCook	the undersigned, a Nota	ry Public in and for said County in
	the State aforesaid, DO HEREBY CERTIF	Y that Camerino R. F	loman
OFFIGIALSSE		on whose name is sub-	scribed to the foregoing instrument
ADISONDRO	V unwared before me this day in names, and o	al navilada debat	
TARY PUBLICATE OF	FILLINOIS SOME Trument as	Consultation of Consultation	inglied, sealed and delivered the Sail
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