

# UNOFFICIAL COPY

96118539

## MORTGAGE (ILLINOIS)

DEPT-01 RECORDING \$25.50  
T50010 TRAN 4046 02/14/96 15:26:00  
#0626 # CJ \*-96-118539  
COOK COUNTY RECORDER

5206

Above Space for Recorder's Use Only

THIS INDENTURE, made February 1st 19 96, between

Robert E. Wrench and Mabel Wrench, his wife, as joint tenants

1139 N. Spaulding, Chicago, IL 60651

(NO AND STREET)

(CITY)

(STATE)

herein referred to as "Mortgagors" and

Diamond Home Service

5030 W. Lawrence, Chicago, IL 60630

(NO AND STREET)

(CITY)

(STATE)

herein referred to as "Mortgagee," witnesseth:

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THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee pursuant to a Retail Installment Contract of even date herewith, in the Amount Financed of Two thousand Nine Hundred Fifty DOLLARS (\$ 2,950.00), payable to the order of and delivered to the Mortgagee, in and by which contract the Mortgagors promise to pay the said Amount Financed together with a Finance Charge on the principal balance of the Amount Financed at the Annual Percentage Rate of 31.58 in accordance with the terms of the Retail Installment Contract from time to time unpaid in 59 monthly installments of \$ 98.32 each, beginning 30 days after completion, 19\_\_\_\_, and on the same day of each month thereafter, with a final installment of \$ 98.32, together with interest after maturity at the Annual Percentage Rate of 31.58 as stated in the contract, and all of said indebtedness is made payable at such place as the holders of the contract may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of the holder at Diamond Home Service

NOW, THEREFORE, the Mortgagors, to secure the payment of the said sum in accordance with the terms, provisions and limitations of that Retail Installment Contract and this Mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 95 in E. W. Herrick's Subdivision of Block 6 in the Superior Court Partition of the East half of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.



SMITH ROTHCHILD FINANCIAL CORP.  
221 N. LOSALLE ST., SUITE 400  
CHICAGO, ILLINOIS 60601

PERMANENT REAL ESTATE INDEX NUMBER: 16-02-410-006

ADDRESS OF PREMISES: 1139 N. Spaulding, Chicago

which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits  
S/R-IND 1 OF 3 12/94

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 hereon 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 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 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. 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 against the premises when due, and shall upon written request, furnish to Mortgagee or to holders 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 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, Mortgagee 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 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 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. 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) 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 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 attorneys' 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 and costs and expenses incident to the foreclosure procedure and other items which under the terms hereof constitute the debt if any, remaining unpaid on the contract, fourth, and

9. Upon, or at any time after the filing of a bill of sale on the premises. Such appointment may be made either before or after the time of application for such receiver and with or without homestead or not and the Mortgagee hereunder named shall be entitled to collect such rents, issues and profits of said premises during the pendency of such receiver to apply the net income in his hands in payment of the Mortgage or any tax, special assessment or other charge, if application is made prior to foreclosure sale; (2)

10. No action for the enforcement of the liability of the party interposing same in an action at law shall be permitted for that purpose.

11. If Mortgagees shall sell, assign or transfer the holder of the contract secured hereby, hold the debt to be immediately due and payable, anything to the contrary notwithstanding.

WITNESS the hand... and seal... of Me

XORA  
KOBEL

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

State of Illinois, County of

Notary Public, State of Illinois  
My Commission Expires April 1 1999  
Given under my hand and official seal, this... day of... 1999

FOR VALUABLE CONSIDERATION,

Date

DEED DELIVERY

NAME  
STREET  
CITY

INSTRUCTIONS

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Property of Cook County Clerk's Office

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