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13438 + VF \*- 97-4344426 COOK COUNTY RECORDER

67-15-14-090 (9/94)

George Jones & ...

8201 \$ Champlain Chicago IL 60619

> MORTGAGOR "i" includes each mortgagor above

This instrument was prepared by Green Tree Financial Servicing Corporation 332 Minnesota St., Suite 610, St. Paul MN

ARCHWAY CONSTRUCTION CO. INC.

1962 N. CLYHOURN AVE #2 CHICAGO IL 60614

MORTGAGEE "You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, George Jones Sr., Single,
mortgage and warrant to you to secure the payment of the secured
debt described below, on Secure described \_, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property") 6 PROPERTY ADDRESS: 8201 3 Champlain Chicago Illinois 60819 (Street) (CIIV)

(Zie Code) LEGAL DESCRIPTION: Parcul ID# LOT 38 IN BLOCK 30 IN CHATHAM FIELDS, BEING A SUBDIVISION OF THE NORTH EAST QUARTER OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS PIN # 20-34-229-001

located in	cook	County, Illinois.
TITLE: I covenant and	i warrant title to the propert ances, current taxes and ass	y, except for encumbrances of record, municipal sessments not yet due and
politica de la companya de la compan	no other exceptions	

ILLINOIS

GT-15-14-090 (9/94) (Hage 1 of 4)

## **UNOFFICIAL COP**

SECURED DEBIT: This mortgage segures repayment of the secured dubt and the performance of the coverants and agreement contained in this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any arrounts I owe you under this mortgage or under any instrument secured by this mortgage.

	by (List all instruments and agreements secured by th
mortgage and the dates thereof.):  X A note / Home Improve	ment Refail Installment Contract / executed by
the mortgagor/borrole	5-22 , 19 77
even though not all a	mounts owed under the above agreement are secure mounts may yet be advanced. Future advances under the mili have priority to the on the date this mortgage is executed.
even though not all amou	rent dated, with initial annual interes. All amounts owed under this agreement are secure this agreement are secured and will have priority to the same this mortgage is executed.
The above obligation is due and le	vable on App. 120 months from dlab. If not paid earlie
The total unpaid balance security maximum principal amount of:	thy this mortgage at any one time shall not exceed \$3000.00  Pollars (\$ 33000.00 ), plus interest, plus an
disbursements made for the pays property, with interest on such disk	ment of caxes, special assussments, or indurance on the

M/Warlable Rate: The interest rate on the obligation securitd by this mort page may vary according to the terms of that obligation.

MA A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.

## **COVENANTS:**

- 1. Payments. I sigree to make all payments on the secured debt when are. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, as interest and then to principal if partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.
- 2. Claims against Title. I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintail the property.
- 3. Insurance I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to wither the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
- 4. Property. Fivili kilep the property in good condition and make all lepairs reasonably necessary.

- 5. Expenses. I agree to pay all your expenses, including reasonable attorneys' fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorneys' fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant To of this mortgage.
- 6. Default and Acceleration. If I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.
- 7. Assignment of Rents and Profits. I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If a cefault, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
- 8. Waiver of Homestear. I hereby waive all right of homestead exemption in the property.
- 9. Leaseholds; Condominimums; Planned Unit Developments. I agree to comply with the provisions of any lease if this mortgage is on a leasehold. If this mortgage is on a unit in a condominium or a planned unit development, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
- 10. Authority of Mortgague to Pertorn for Mortgagor. If I fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.

Your failure to perform will not preclude you from exercising any of your other rights under the law or this mortgage.

Any amounts paid by you to protect your security interest which executed by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.

- 11. Inspection. You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.
- 12. Condemnation. I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
- 13. Walver. By exercising any remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not walve your right to later consider the event a default if it happens again.
- 14. Joint and Several Liability; Co-signers; Successors and Assigns Bound. All duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt I do so only to mortgage my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.

The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either or both of us.

15. Notice: Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail addressed to me at the Property Address or any other address that it tell you. I will give any notice to you by certified mail to your address on page I of this mortgage, or to any other address which you have designated.

Any notice shall be deemed to have tieen given to either of us when given in the manner stated

- 16. Transfer of the Property or a Beneficial Interest in the Mortgagor, If all or any part of the property of any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgagor is not a natural person and albeneficial interest in the mortgagor is sold of transferred. However, you have not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.
- 17. Release. White have paid the secured debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.

	COVENANTS: a			d covenant	s conta	ined in t	his mort	gage ani	d in
N/A Con	nmercial N/A C	rstruction	N/A				, 1 1 8		
SIGNATURE	<b>S:</b>								
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Øs/ Ge	rge Jones 57 T						· · · · · · · · · · · · · · · · · · ·		
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Acknowledgment				on beha	if of th	e co por	ition or	artners	hip.
	My commission ex	(pires:		STA PALLAC	7	1. R.C.	lotul		
M	"OFFICIAL SEAL" FC)BERT LIEBERMA	N				(Notary Public)			

NOTARY PUBLIC, STATE OF ILLINOIS COMMISSION EXPIRES 01/26/01