

# UNOFFICIAL COPY

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgages 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 or 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, radiator beds, 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 Mortgages or their successors or assigns shall be considered as constituting part of the real estate.

Address(es) of Real Estate: 2047-49-51 N. Cicero Ave., Chicago, IL 60639  
 Permanent Real Estate Index Number(s): 13-34-123-004/005/006/007

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

*Referred to attach rider*

**BOX 370**

**AT&T INC**

**BOX 370**

SEE ATTACHED LEGAL DESCRIPTION  
 SEE ATTACHED RIDER TO MORTGAGE

97052367

COOK COUNTY OF, IN STATE OF ILLINOIS, to wit: \_\_\_\_\_  
 NOW, THEREFORE, the Mortgages to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgages to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, 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 \_\_\_\_\_, COUNTY OF \_\_\_\_\_, STATE OF ILLINOIS, to wit:

the Mortgagee at \_\_\_\_\_ place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of \_\_\_\_\_ day of \_\_\_\_\_ within sixty (60) months, and all of said principal and interest are made payable at such \_\_\_\_\_ said note, with a final payment of the balance due on the \_\_\_\_\_ to the Mortgagee, in and by which note the Mortgagee promise to pay the \_\_\_\_\_ (\$ 60,000.00), payable to the order of and delivered \_\_\_\_\_ sum of Sixty Thousand Dollars and No Cents, DOLLARS Mortgagee upon the installment note of \_\_\_\_\_ date herewith, in the principal THAT WHEREAS the Mortgages are justly indebted to the \_\_\_\_\_ herein referred to as "Mortgages," witnesses: \_\_\_\_\_ (No. and Street) (City) (State) \_\_\_\_\_ 2047 N. Cicero Ave., Chicago, Illinois, 60639

ROSE ROMANDO  
 herein referred to as "Mortgages," and \_\_\_\_\_ (No. and Street) (City) (State) \_\_\_\_\_ 2604 N. 72nd St., Elmwood Park, IL 60707  
 and TIMOTHY HAYES  
 LARRY HAYES  
 THIS AGREEMENT, made August 16, 1996, between \_\_\_\_\_

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.  
 For Use With Note Form No. 1447  
 MORTGAGE (ILLINOIS)  
 November 1994  
 No. 103

GEORGE E. COLE  
 LEGAL FORMS

81  
 No. 103  
 November 1994

96729567

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*330*  
 Above Space for Recorder's Use Only

DEPT-01 RECORDING \$33.00  
 140009 TRAN 6852 01/23/97 14:55:00  
 \$0982 \$ SK \* -97-052367  
 COOK COUNTY RECORDER

DEPT-01 RECORDING \$33.00  
 140014 TRAN 8626 09/24/96 14:19:00  
 \$9677 \$ JW \* -96-729567  
 COOK COUNTY RECORDER

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OR RECORDER'S OFFICE BOX NO. \_\_\_\_\_

(City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code) \_\_\_\_\_

701 Lee Street, Ste. 602, Des Plaines, IL 60016

(Name and Address)

A. DONALD BAUMGARTNER

Mail this instrument to \_\_\_\_\_

(Name and Address) Des Plaines, IL 60016

A. DONALD BAUMGARTNER, 701 Lee Street, Ste. 602,

This instrument was prepared by \_\_\_\_\_

Commission expires \_\_\_\_\_

19 96

Given under my hand and official seal, this \_\_\_\_\_ day of August 19 96

NOTARY PUBLIC

*[Handwritten Signature]*

My Commission Expires Dec. 15, 1996. Right of homestead and voluntary act, for the uses and purposes therein set forth, including the release and waiver of

Notary Public, State of Illinois, \_\_\_\_\_ by \_\_\_\_\_ (Name and Address) \_\_\_\_\_ their

personally known to me to be the same person as \_\_\_\_\_ whose name is \_\_\_\_\_ are \_\_\_\_\_ subscribed

and TIMOTHY HAYES

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

State of Illinois, County of \_\_\_\_\_ ss.

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

(SEAL)

(SEAL)

TIMOTHY HAYES

LARRY HAYES

(SEAL)

(SEAL)

Witness the hand ... of Mortgagees the day and year first above written.

This mortgage consists of four pages. The covenants, conditions and provisions appearing on pages 3 and 4 are incorporated herein by reference and are a part hereof and shall be binding on Mortgagees, their heirs, successors and assigns.

The name of a record owner is: LARRY HAYES and TIMOTHY HAYES

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 Mortgagees do hereby expressly release and waive.

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Legal Description:

PARCEL 1: LOT 29 AND SOUTH HALF (S 1/2) OF LOT 30, IN BLOCK 8 IN JOHN F. THOMPSON'S ARMITAGE AVENUE SUBDIVISION IN THE WEST HALF QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOTS 27 AND 28 IN BLOCK 8 IN JOHN F. THOMPSON'S ARMITAGE AVENUE SUBDIVISION IN THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 2047/2049/2051 N. Cicero Avenue, Chicago, Illinois.

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## RIDER TO MORTGAGE FOR 2047-51 N. CICERO AVENUE, CHICAGO, ILLINOIS

1. All payments shall be due on the first day of each month and shall be considered late if received by the Mortgagee after the fifth day of the month. A late fee of \$50.00 will be applied for all payments received late or for any check that is dishonored by the Mortgagors' bank. In the event that this Mortgage goes into default, the Mortgagors will owe interest at the rate of 10% per year on any outstanding monthly payment or on the principal balance in the event of default.

2. The Mortgagors shall not assign, transfer, or otherwise sell said property on contract without the written consent of the Mortgagee. Neither shall the Mortgagors transfer the property into a land trust whereby the beneficiaries of the land trust are persons other than the Mortgagors.

3. The Mortgagors shall pay all real estate taxes when due and shall supply a copy of the canceled check and copy of the tax bill or other proof of payment of the taxes no later than sixty days after the due date of each installment of said taxes to the Mortgagee.

4. The Mortgagors shall insure the property for an amount equal to the replacement cost of the property, including, but not limited to, an amount equal to \$160,000.00.

5. The Mortgagee may direct the Mortgagors to make the monthly deposits into a bank account under the Mortgagee's name. All payments are to be made by check or cashier's check.

6. Mortgagors shall pay all the costs, charges, and expenses, including attorneys' fees, reasonably incurred or paid at any time by Mortgagee, its successors, legal representatives or assigns, because of failure by Mortgagors to perform, comply with, and abide by each and every stipulation, agreement, condition and covenant of the promissory note and this mortgage, or either.

7. ~~Mortgagors shall neither permit nor cause the removal, alteration, or demolition, without the consent of the Mortgagee, of any building on the premises; all buildings now or hereafter situated on the premises shall be maintained by the Mortgagors in good and substantial repair; Mortgagors shall not permit, commit, nor cause~~

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waste, impairment, or deterioration of the property, or any part thereof, except reasonable wear and tear.

8. Mortgagors shall perform, comply with, and abide by each of the stipulations, agreements, conditions, and covenants in the promissory note.

9. Mortgagee may, at any time pending a suit on this mortgage, apply to the court having jurisdiction thereof for the appointment of a receiver, and such court shall forthwith appoint a receiver of the premises covered hereby, including all income, profits, issues, and revenues from whatever source derived, each and every of which, it being expressly understood, is hereby mortgaged, as if specifically set forth and described in the granting and habendum clauses hereof. Such appointment shall be made by such court as an admitted equity and a matter of absolute right to Mortgagee, and without reference to the adequacy or inadequacy of the value of the property mortgaged or to the solvency or insolvency of Mortgagors or the defendants. Such rents, profits, income, issues, and revenues shall be applied by such receiver according to the lien of this mortgage and the practice of such court. In the event of any default on the part of Mortgagors hereunder, Mortgagors agree to pay to Mortgagee on demand as a reasonable monthly rental for the premises an amount at least equivalent to one-twelfth of the aggregate of the twelve monthly installments then payable in the current year plus the actual amount of the annual taxes, assessments, water rates, and insurance premiums for such year not covered by the above monthly payments.

10. The mailing of a written notice or demand addressed to the owner of record of the mortgaged premises or to such owner at the last address, actually furnished to Mortgagee, or if none, directed to the owner at the mortgaged premises, and mailed by the United States mail, postage prepaid, shall be sufficient notice and demand in any case arising under this instrument and required by the provisions hereof or by law.

11. If foreclosure proceedings of any mortgage or lien of any kind superior or inferior to this mortgage are instituted, Mortgagee hereunder may at its option, immediately or thereafter, declare this mortgage and the indebtedness secured hereby due and payable.

12. The Mortgagors, within thirty (30) days after request of the Mortgagee, will furnish to the Mortgagee or to such other person, firm, or corporation as may be designated by the Mortgagee, a duly acknowledged written statement of the amount due on the mortgage and whether any offsets or defenses exist against the mortgage debt.

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13. The Mortgagors hereby warrant title to the premises and covenants with the Mortgagee that the Mortgagor are the true and lawful owners of the premises and are well seized of the same in fee simple and have good right and full power to grant and mortgage the same, and that the premises are free and clear of all encumbrances, except only restrictions and easements of record, taxes and assessments not yet due or delinquent, and such other matters as are herein above following the legal description of said premises expressly set forth; and Mortgagors further covenant that Mortgagors will warrant and defend the same against all lawful claims of all persons except as herein above provided.

14. The Mortgagors hereby assign to the Mortgagee the rents, issues, and profits of the premises as further security for the payment of the obligations secured hereby, and grants to the Mortgagee the right to enter on the premises for the purpose of collecting the same, and to rent the premises or any part thereof, and to apply the moneys received therefrom, after payment of all necessary charges and expenses, to the obligation secured by this mortgage, on default under any of the covenants, conditions, or agreements contained in this mortgage. The Mortgagors further promise and agree, in the event of any such default, to pay to the Mortgagee or to any receiver appointed to collect the rents, issues, and profits of the premises, a fair and reasonable occupational rent for the use and occupation of the same or of such part thereof as may be in the possession of the Mortgagors; and on default in payment of such rental, to vacate and surrender possession of the premises, or that portion thereof occupied by the Mortgagors, to the Mortgagee or the receiver theretofore appointed.

15. In the event any action or proceeding is commenced (except an action to foreclose this mortgage or to collect the obligation secured hereby) in which it becomes necessary to defend or assert the lien of this mortgage, whether or not the mortgage is made or becomes a party to such action or proceeding, all expenses of the Mortgagee incurred in any such action or proceeding to prosecute or defend the rights and lien created by this mortgage, including reasonable counsel fees, shall be paid by the Mortgagors, and if not so paid promptly on request, shall be added to the debt secured hereby and become a lien on the mortgaged premises, and shall be deemed to be fully secured by this mortgage and to be prior and paramount to any right, title, or interest, or claim to or on the premises accruing or attaching subsequent to the lien of this mortgage, and shall bear interest at the rate provided for the obligation secured hereby. This covenant shall not govern or affect any action or proceeding to foreclose this mortgage or to recover or to collect the debt secured hereby, which action or proceeding shall be governed by the provisions of law and rules of court respecting the recovery of costs, disbursements, and allowances in foreclosure actions.

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16. If the premises or any part thereof shall be condemned and taken under the power of eminent domain, or if any award for any change or grade of streets affecting the premises shall be made, all damages and awards for the property so taken or damaged shall be paid to the holder of this mortgage, to the amount then unpaid on the indebtedness hereby secured, without regard to whether or not the balance remaining unpaid on the indebtedness may then be due and payable; and the amount so paid shall be credited against the indebtedness and, if insufficient to pay the entire amount thereof, may, at the option of the holder, be applied to the last maturing installments, and the balance of such damages and awards, if any, shall be paid to the Mortgagors. The holder of this mortgage is hereby given full power, right, and authority to receive and receipt for any and all such damages and awards.

17. If the Mortgagors or any obligor on the note secured hereby: (1) file a voluntary petition in bankruptcy under the Bankruptcy Code of the United States, or (2) are adjudicated a bankrupt under said act, or (3) are the subject of a petition filed in federal or state court for the appointment of a trustee or receiver in bankruptcy or insolvency, or (4) make a general assignment for the benefit of creditors, then and on the occurrence of any of said conditions, at the option of the Mortgagee, the entire balance of the principal amount secured hereby, together with all accrued interest, shall immediately become due and payable.

18. Mortgagors shall comply with all statutes, ordinances, and governmental requirements affecting the mortgaged premises, and if Mortgagors neglect, or refuse to so comply and such failure or refusal continues for a period of thirty (30) days, then, at the option of the Mortgagee, the entire balance of the principal amount secured hereby, together with all accrued interest, will immediately become due and payable.

  
LARRY HAYES

  
TIMOTHY HAYES

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