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1999-01-04 11:45:54
Cook County Recorder 29.00

MORTGAGE



THIS INDENTURE made DECEMBER 14
between LORENA M. NELLUM, MARRIED TO JERRY N. NELLUM

herein referred to as
"Mortgagors" and Old Kent Bank, an Illinois Corporation, herein referred to as "Mortgagee,"
witnesseth:

THAT, WHEREAS, the Mortgagors are justly indebted to the Mortgagee upon the note
of even date herewith, in the principal sum of ***TWO THOUSAND AND NO/100***
Dollars (\$ 2,000.00), payable to the
order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the
said principal sum as specified therein.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of
money and such other amounts as may be due and owing under said note, in accordance with the
terms provisions and limitations of this mortgage, and the performance of the covenants and
agreements herein contained, by the Mortgagors to be performed, and also in consideration of the
sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, due 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,
situated, lying and being in the CITY of CHICAGO, County of COOK,
COOK, State of Illinois, to wit:

AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

PIN 25-21-405-039-0000
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 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 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 windows shades, storm doors and windows, floor coverings, inador beds, awnings,
stoves and water heaters. All of the foregoing are declared to be a part of said real state 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.

BOX 333-CTI

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THE MORTGAGORS HEREBY COVENANT WITH THE MORTGAGEE AS FOLLOWS:

1. Mortgagors shall (1) promptly repair, restore or rebuild any building 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 thereof; (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 the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said respect to the premises and the use hereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors 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 the Mortgagee duplicate receipts therefor, to prevent default hereunder. Mortgagors shall pay in full under protests, in the manner provided by statute, any taxes or assessments which mortgagor may desire to contest.

3. Mortgagors shall keep all buildings or improvements now or hereafter situated on said premises insured against loss or damages by fire, lightning, or 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 Mortgagee, 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 the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to respective dates of expiration.

4. 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 for attorney's 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, title insurance policies, Torrens certificates, and similar data and assurance with respect to title as Mortgagees may deem to be reasonably 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, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage on any indebtedness hereby secured; or (b) preparation for commencement of any suit for the foreclosure hereof after accrual of such right to foreclose

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whether or not actually commended; or (c) preparations for the defense of may actual or threatened suit or proceeding which may actual or threatened suit or proceeding which may affect the premises or the security thereof.

5. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint 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 may be appointed as such receiver. Such receiver shall have power to collect the rents, issued, and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and 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, would be entitled to collect such rents, issued and profits, and all other powers which may be necessary or are usual in such cases for the protection, control, management and operation of the premises during the whole or said period.


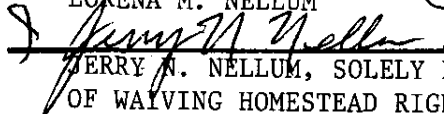
6. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

7. Mortgagee shall have the right to declare the full balance due and owing under the note and shall have the right to foreclose hereunder in the event Mortgagors are in default under any terms contained in said note.

8. Further, in the event Mortgagors shall place said premises for sale shall sell the same prior to the expiration of 10 years from the date hereof, the remaining balance due and owing under said note may be accelerated at the option of the Mortgagee and the same shall constitute an event of default hereunder thereby permitting Mortgagee to foreclose upon said premises.

9. Mortgagors further covenant and agree that they shall comply with and perform all terms and conditions of the certain Community Home Buying Program Subsidy Funds Recapture Agreement entered into between Mortgagors and Old Kent Bank on or about this date. In the event Mortgagors shall fail to comply with or perform any of the obligations required of them to be performed under said Agreement, then the remaining balance due and owing under said Note may be accelerated at the option of the Mortgagee and the same shall constitute an event of default hereunder thereby permitting Mortgagee to foreclose upon said premises.

IN WITNESS WHEREOF, this mortgage has been duly executed the day and year first above written.


LORENA M. NELLUM

JERRY M. NELLUM, SOLELY FOR THE PURPOSE
OF WAIVING HOMESTEAD RIGHTS

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State of Illinois)
)
County of Kane)

99002741

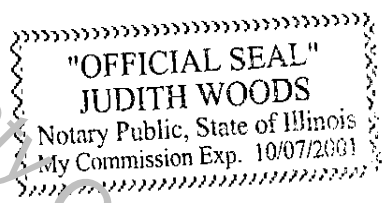
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO
HEREBY CERTIFY that Lozano M. Nallum and Terry
N Nallum

personally known to be the same person whose name subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that h signed, sealed, and
delivered the said instrument as Free and
voluntary act, for the uses and purposes therein set forth, including the release and waiver of the
right of homestead.

Given under my hand and official seal this 14 day of Dec
~~Dec~~, 1998

Judith Woods
Notary Public

MKH to
This instrument was prepared by
Old Kent Bank
630 Tollgate Road - Suite C
Elgin, IL 60123



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STREET ADDRESS: 11540 S PERRY

CITY: CHICAGO

COUNTY: COOK

99002741

TAX NUMBER: 25-21-405-039-0000

LEGAL DESCRIPTION:

LOT 92 AND THE NORTH 6 FEET 3 INCHES OF LOT 93 IN JAMES M. DAVIS' ADDITION TO PULLMAN A SUBDIVISION OF BLOCKS 1 AND 2 IN ALLEN'S SUBDIVISION OF THE WEST 49 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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