

UNOFFICIAL COPY 3167968
MORTGAGE 4 6 7 9 6 8

THIS INDENTURE WITNESSETH That the undersigned, DANIEL MC GUIRE,
and ELIZABETH MC GUIRE, married to each other

of Des Plaines, County of Cook, State of

Illinois, hereinafter referred to as the Mortgagors, do hereby convey and

warrant to EDISON CREDIT UNION, a

corporation having an office and place of business at

Chicago,

Illinois, hereinafter referred to as the Mortgagee the following real estate

situate in the County of Cook, State of Illinois, to-wit:

Lot 23 (except the North 20 feet thereof), all of Lot 24 in Block 7, in White's Riverview Addition, a subdivision of the Northwest quarter of the Northwest quarter of Section 28, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

COMMONLY KNOWN AS : 1794 Orchard, Des Plaines, IL 60018

PERMANENT TAX INDEX NO: 09-28-109-099-0000 *Law.*

Note Identified

TOGETHER with all the buildings and improvements now or hereafter erected thereon and all appurtenances, apparatus and fixtures and the rents, issues and profits thereof, of every name, nature and kind.

TO HAVE AND TO HOLD the said property unto said Mortgagee forever, for the uses and purposes herein set forth, free from all rights and benefits under the Homestead Exemption laws of the State of Illinois, which said rights and benefits said Mortgagors do hereby release and waive.

This mortgage is given to secure: (1) The payment of a certain indebtedness payable to the order of the Mortgagee, evidenced by the mortgagors' Note of even date herewith in the Principal sum of Fifteen Thousand and 00 /100 dollars (\$ 15,000.00), together with interest in accordance with the terms thereof; (2) Any additional advances made by the Mortgagee to the Mortgagors or their successors in title, prior to the cancellation of this mortgage, and the payment of any subsequent Note evidencing the same, in accordance with the terms thereof.

It is the intention hereof to secure the payment of the total indebtedness of the Mortgagors to the Mortgagee within the limits prescribed herein whether the entire amount shall have been advanced to the Mortgagors at the date hereof or at a later date or having been advanced shall have been paid in part and future advances thereafter made. All such future advances so made shall be liens and shall be secured by this mortgage equally and to the same extent as the amount originally advanced on the security of this mortgage, and it is expressly agreed that all such future advances shall be liens on the property herein described as of the date hereof.

3167968

UNOFFICIAL COPY

THE MORTGAGOR'S COVENANTS. (1) The term "indebtedness," as herein used shall include all sums owed or agreed to be paid to the Mortgagee by the Mortgagors or their successors in title, either under the terms of said Note as originally executed or as modified and amended by any subsequent Note, or under the terms of this mortgage or any supplement thereto or otherwise; (2) To repay to the Mortgagee the indebtedness secured hereby, whether such sums shall have been paid or advanced at the date hereof or at any time hereafter; (3) To pay when due all taxes and assessments levied against said property or any part thereof, and to deliver receipts therefor to the Mortgagee promptly upon demand; (4) To keep the buildings and improvements situated on said property continually insured against fire and such other hazards, in such amount and with such carrier as the Mortgagee shall approve, with loss payable to the Mortgagee as interest may appear; (5) Neither to commit nor to suffer any strip, waste, impairment or deterioration of the mortgaged premises or any part thereof, and to maintain the mortgaged premises in good condition and repair; (6) To comply with all applicable laws, ordinances, rules and regulations of any nation, state or municipality, and neither to use nor to permit the property to be used for any unlawful purpose; (7) To keep the mortgaged premises free from liens superior to the lien of this mortgage, except as aforesaid, and to pay when due any indebtedness which may be secured by lien or charges on the premises superior to the lien hereof; (8) That no sale or conveyance of said property will be made without the prior written consent of the Mortgagee; (9) That time is of the essence of this mortgage and of the Note secured hereby and no waiver of any right or obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof, or of any Note secured hereby, and that the lien of this mortgage shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby; (10) That in the event the ownership of the mortgaged premises or any part thereof becomes vested in a person or persons other than the Mortgagors, the Mortgagee may without notice to the Mortgagors deal with such successor or successors in interest with reference to this mortgage and the indebtedness hereby secured in the same manner as with the Mortgagors; (11) That upon the commencement of any foreclosure proceeding hereto the court in which such suit is filed may at any time, either before or after sale and without notice to the Mortgagors, appoint a receiver with power to manage, rent and collect the rents, issues and profits of said premises during the pendency of such foreclosure suit, and the statutory period of redemption, and such rents, issues and profits, when collected either before or after any foreclosure sale, may be applied toward the payment of the indebtedness or any deficiency decree, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership; and upon foreclosure and sale of said premises there shall first be paid out of the proceeds of such sale a reasonable sum for plaintiff's attorney's fees, and all expenses of advertising, selling and conveying said premises, all sums advanced for court costs, any taxes or other liens or assessments, or title costs, master's fees and costs of procuring or completing an abstract of title, title guaranty policy or Torrens Certificate showing the complete title

3467968

UNOFFICIAL COPY

of said promissory, including the foreclosure decree and Certificate of Sale; there shall next be paid the indebtedness secured hereby, and finally the overplus, if any, shall be returned to the Mortgagors. The purchase at said sale shall have no duty to use to the application of the purchase money.

If there be only one mortgagor, all plural words herein referring to Mortgagors shall be construed in the singular.

IN WITNESS WHEREOF the Mortgagors have herunto set their hands and seals this 5th day of March A.D. 19 85

Daniel Mc Guire (SEAL)

Elizabeth J. Mc Guire (SEAL)

_____ (SEAL)

STATE OF ILLINOIS)

COUNTY OF COOK) SS: ACKNOWLEDGMENT

I, a Notary Public, in and for the said county in the state aforesaid do hereby certify that DANIEL MC GUIRE, AND ELIZABETH MC GUIRE, married to each other personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own 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 Notarial Seal this 5th day of March _____ A.D. 19 85.

Richard A. Kamerman
NOTARY PUBLIC

This instrument prepared by:

Richard A. Kamerman
2 N. LaSalle Street - 2207
Chicago, IL 60602
(312) 853-3592

Property of Cook County Clerk's Office

3167968

2
NID
128265

3467968
3467968

OCT 8 3 55 PM '05

REGISTRAR OF TITLES

UNOFFICIAL COPY

X Kameron Theedine
214. Lakeside St - 2007
Chicago, IL 60602

Submitted by _____
Address _____
Promised _____
Deliver to _____
Address _____
Lender's Representative Title _____
Send to _____
Address _____

Property of Cook County Clerk's Office

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIV.

COMMONWEALTH EASTERN MORTGAGE CORPORATION,
formerly known as Jersey Mortgage Company,
a corporation organized and existing under
the laws of the State of New Jersey,

Plaintiff,

vs.

JERRY H. POWE, TYNETTA POWE, and UNKNOWN
OWNERS,

Defendants.

8501100000

No.

Permanent Tax No. 26-06-300-073

I, the undersigned, do hereby certify that the above entitled cause was filed in my office on the

..... day of **OCT 1 - 1985** 19..... and is now

pending in said court and that the property affected by said cause is described as follows:

The North Seven (7) feet of Lot Thirty-Two (32) and Lot
Thirty-Three (33) (except the North One (1) foot) in Block
Four (4) in South Chicago Heights, being a Subdivision of
the West Half (1/2) of the Southwest Quarter (1/4) of Section
6, North of the Indian Boundary Line in Township 37 North,
Range 15, East of the Third Principal Meridian, in Cook
County, Illinois, commonly known as 9150 South Yates, Chicago,
Illinois,

3167959

in Cook County, Illinois.

This Instrument Prepared By:
JOHN D. PLATTNER, ESQ.
Walsh, Case, Coale, Brown & Burke
2500 Prudential Plaza
Chicago, Illinois 60601

Witness my hand and the seal of said court.

[Signature]
Clerk of the Circuit Court

Name Walsh, Case, Coale & Brown
Attorney for Plaintiff
Address 2500 Prudential Plaza
City Chicago, Illinois 60601
Telephone 938-3824

By.....
Deputy Clerk

UNOFFICIAL COPY

3467969

3467969

3467969

3467969

13855
13855
13855

REGISTRAR OF TITLES

OCT 8 4 04 PM '85

3467969

28875-83

REGISTRAR OF TITLES
 END OF THIS DOCUMENT

1385530
 2762 266

Date 10-8-85

S. HARRIS

3467969
 Welch, Cass, Leona G. Brown

2500 Pseudostia Pl.
 Chicago, IL 60601

Att: John D. Anthony 938 3800

Property of Cook County Clerk's Office