

UNOFFICIAL COPY

MORTGAGOR

(Names and Addresses)

IRBY WHITNEY

(Name)

ERMA WHITNEY, HIS WIFE

(Name)

11833 S. PARNELL

(Street Address)

CHICAGO

(City)

OF

COOK

COUNTY, ILLINOIS

OF

COOK

COUNTY, ILLINOIS

First Due Date	Second Due Date	Loan Number	Date of Loan (Note & Mortgage)	Initial Number of Monthly Payments	Initial Amount of Each Regular Payment	Amount of Mortgage (Face Amount of Loan)
11/18/85	10/14/00	06987266	10/14/85	180	238.88	17494.55
Date Due Each Mo						
18						

THIS MORTGAGE ALSO SECURES FUTURE ADVANCES AS PROVIDED HEREIN.

THIS INDENTURE WITNESSETH, THAT the Mortgagor, above named, of the above named address in the County and State above indicated

Mortgage and Warrant to the Mortgagee named in print above, to secure the payment of one certain Promissory Note executed by IRBY

WHITNEY AND ERMA WHITNEY, HIS WIFE

("Borrowers"), bearing even date herewith, payable to the order of the Mortgagee

named in print above, the following described real estate, to wit:

THE SOUTH 3 FEET OF LOT THIRTEEN------(13)
LOT FOURTEEN (EXCEPT THE SOUTH 19 FEET THEREOF)------(14)

ALL IN BLOCK FOUR (4) ALL IN HANNAH B. GANO'S ADDITION TO PULLMAN, BEING A SUBDIVISION OF THE WEST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

ALSO KNOWN AS: 11833 S. PARNELL
CHICAGO, IL 60628

PERMANENT INDEX NO.: 25 21 333 013

situated in the County above in the State indicated above, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all right to retain possession of said premises after any default or breach of any of the covenants or agreements herein contained.

The Mortgagor(s) covenant and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note provided, or according to any agreement extending time of payment, or in accord with the terms of any subsequently executed notes, which shall be a continuation of the initial transaction and evidence the refinancing or advancing of additional sums of money to Mortgagor(s); (2) to pay prior to the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the Mortgagee herein, who is thereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, if any, with loss clause attached payable first, to any prior Mortgagee, if any, and, second, to the Mortgagee above named, as their interests may appear, which policies shall be left and remain with the said Mortgagee until the indebtedness is fully paid; and to pay all prior encumbrances, and the interest thereon, at the time or times when the same shall become due and payable; and (6) that Mortgagor(s) shall not sell or transfer said premises or an interest therein, including through sale by installment contract, without Mortgagee's prior written consent, or Mortgagee can, at Mortgagee's option, declare the entire principal amount and accrued interest due and payable at once; provided, however, that if Mortgagor(s) now occupy or will occupy the property, certain sales and transfers, as outlined by The Federal Home Loan Bank Board at 12 C.F.R. Section 591.5, as amended, do not require Mortgagee's prior written consent.

In the event of failure so to insure, or pay taxes or assessments, or the prior encumbrances or the interest thereon when due, the Mortgagee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior encumbrances and the interest thereon from time to time; and all money so paid, the Mortgagor(s) agrees to repay immediately without demand, and the same with interest thereon from the date of payment at seven per cent. per annum, shall be so much additional indebtedness secured hereby. If any insurance coverage is obtained at Mortgagee's office, upon Borrower's default, Mortgagee hereby gives to Mortgagee the right to cancel part or all of that insurance and to apply any returned premiums to the unpaid balance, if not prohibited by law.

In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from date of such breach, at the rate of interest then prevailing under the above described Promissory Note or the highest rate of interest provided by law, shall be recoverable by foreclosure thereof; or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

It is agreed by the Mortgagor(s) that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree--shall be paid by the Mortgagor(s); and the like expenses and disbursements, occasioned by any suit or proceeding wherein the Mortgagee or any holder of any part of said indebtedness as such, may be a party, shall also be paid by the Mortgagor(s). All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and costs of suit, including solicitor's fees have been paid. The Mortgagor(s) for said Mortgagee(s) and for the heirs, executors, administrators and assigns of said Mortgagor(s) waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any bill to foreclose this mortgage, the court in which such bill is filed, may at once and without notice to the said Mortgagor(s), or to any party claiming under said Mortgagor(s), appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

Mortgagor warrants that Mortgagee seized of said premises in fee simple and has the right to convey the same in fee simple and said premises are free from any encumbrances other than:

JAMES F. MESSINGER & CO.

06/04/74

Recorded in Book

Page

County

If in this mortgage the Mortgagor is or includes persons other than Borrower, then Borrower only is primarily liable for payment of the promissory Note and Mortgagee is liable and bound by all other terms, conditions, covenants and agreements contained in this mortgage, including but not limited to the right of and power of Mortgagee to foreclose on this mortgage in the event of default.

Witness the hand S and Seal S of the Mortgagor(s) this 14 day of OCTOBER A.D. 19 85

Irby Whitney

(SEAL)

Erma Whitney

(SEAL)

(SEAL)

(SEAL)

3469993

UNOFFICIAL COPY

STATE OF ILLINOIS

County of COOK

I, SHARON R. SHIPMAN, NOTARY PUBLIC

in and for said County, in the

State aforesaid, DO HEREBY CERTIFY, That IRBY WHITNEY AND ERMA WHITNEY, HIS WIFE

foregoing

personally known to me to be same person S whose name S ARE

subscribed to the foregoing instrument,

appeared before me this day in person, and acknowledged that T he Y signed, sealed and delivered the said instrument as

THEIR free and voluntary act, for the uses and purposes therein set forth, including the release the waiver of the right of homestead.

GIVEN under my hand and NOTARIAL seal, this 14 day of OCTOBER A.D. 1985

Sharon R. Shipman
Notary Public

This instrument was prepared by L. M. NUTTER 15957 S. HARLEM AVE. TINLEY PARK, IL 60477
(Name) (Address)

ORIGINAL — RECORDING

DUPLICATE — OFFICE

TRIPLICATE — CUSTOMER'S

Property of Cook County Clerk's Office

346693
346693

OCT 18 10 27 AM '85

REGISTRAR OF TITLES

RETURN TO
COMMERCIAL CREDIT
LOANS, INC.
P. O. BOX 577
TINLEY PARK, IL 60477

1198916