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3512930

0 3 3 1 3 9 3 94660

REAL ESTATE MORTGAGE

WITNESSETH, that Robert G. Stoep and Susan L. Stoep, his wife , of
Cook County, State of Illinois, hereinafter referred to as
Mortgagor, does mortgage and convey unto TRANSAMERICA FINANCIAL SERVICES, hereinafter referred to as
Mortgagee, the following described Real Estate in the County of Cook , State of Illinois,

to wit:

Lot 12 in Block 4 in Peters First Addition to Lansing, a Subdivision of that part of the North $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 6, lying West of a line drawn across said North $\frac{1}{4}$ which is 1370.77 Feet West of and parallel to the East Line of the North $\frac{1}{4}$ of said Northwest $\frac{1}{4}$ in Township 35 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois

33 06 105 004
2407 E. 187th Place
Lansing, IL 60438

together with all buildings and improvements, embellishments, and appurtenances pertaining to the property above described, all of which is referred to hereinafter as the "premises".

TO HAVE AND TO HOLD the above-described premises unto the said Mortgagee forever, for the purposes and uses herein set forth.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Mortgagor contained herein; (2) Payment of the principal sum with interest, as provided in accordance with the terms and provisions of a Promissory Note dated April 30, 1986 , herewith executed by Mortgagor and payable to the order of Mortgagee, in the principal sum of \$ 17,012.23 ; (3) Payment of any additional advances, with interest thereon, as may hereafter be loaned by Mortgagee to Mortgagor in a maximum sum of \$ 25,920.00 ; (4) The payment of any money that may be advanced by the Mortgagee to Mortgagor for any reason or to third parties, with interest thereon, where the amounts are advanced to protect the security or in accordance with the covenants of this Mortgage; (5) Any renewal, refinancing or extension of said promissory note, or any other agreement to pay which may be substituted therefor.

All payments made by Mortgagor on the obligation secured by this Mortgage shall be applied in the following order:

FIRST: To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Mortgagor.

SECOND: To the payment of interest due on said loan.

THIRD: To the payment of principal, until said indebtedness is paid in full.

TO PROTECT THE SECURITY HEREOF, MORTGAGOR COVENANTS AND AGREES: (1) to keep said premises insured against loss by fire and other hazards, casualty and contingencies up to the full value of all improvements in such amounts, and in such companies as Mortgagee may from time to time approve, and that loss proceeds (less expense of collection) shall, at Mortgagor's option, be applied on said indebtedness. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor; (2) To pay all taxes and special assessments of any kind that have been or may be levied or assessed upon said premises, and to deliver to Mortgagee, upon request of the Mortgagee, the official receipt showing payment of all such taxes and assessments; (3) In the event of default by Mortgagor under Paragraphs 1 or 2 above, Mortgagee, at its option, may (a) place and keep such insurance above provided for in force throughout the life of this Mortgage and pay the reasonable premiums and charges therefor;

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1/84/81
MORTGAGE

MID AMERICA
REGISTRATION

From: _____

3512550

To: TRANSAFRICA FINANCIAL SERVICES

REGISTRATION

Illinois

County of Cook

Submitted by _____

Address: _____

Telephone: _____

Notary _____

DOC. NO. _____

Filed for Record in the Recorder's Office

of Dec'd t. _____ at County _____

Illinois _____ Day of _____ Month _____

Signed _____

Official Seal _____

July recorded _____

in Book _____

at _____

Page _____

3512550

Mid America Title Company

Clerk
123 W. Madison

Chicago, Illinois 60602

853-1191

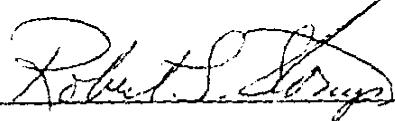
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- (8) Should Mortgagor sell, convey, transfer or dispose of, or further encumber said property, or any part thereof, without the written consent of Mortgagee being first had and obtained, then Mortgagee shall have the right, at its option, to declare all sums secured hereby forthwith due and payable.
- (9) All Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Mortgage shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Mortgage of the singular shall be construed as plural where appropriate.
- (10) Invalidity or unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.
- (11) Should said property or any part thereof be taken by reason of condemnation proceeding, Mortgagee shall be entitled to all compensation, awards, other payments therefor and apply the same on said indebtedness.
- (12) If any of the undersigned is a married woman, she represents and warrants that this instrument has been executed in her behalf, and for her sole and separate use and benefit and that she has not executed the same as surety for another, but that she is the Borrower hereunder.
- (13) Each of us, whether Principal, Surety, Guarantor, Endorser, or other party hereto, hereby waives and renounces, each for himself and family, any and all homestead or exemption rights either of us have under or by virtue of the Constitution or Laws of any State, or of the United States, as against this debt or any renewal thereof; and any security agreement taken to secure this note or any renewal thereof; and the undersigned, and each Surety, Endorser, Guarantor, or other party to this note, transfers, conveys and assigns to the Holder hereof, a sufficient amount of any homestead or exemption that may be allowed to the undersigned, or either of them, including such homestead or exemption as may be set apart in bankruptcy, to the extent permitted by law.
- (14) This Mortgage shall be construed according to the laws of the State of Illinois.

DATE OF MORTGAGE

April 20, 1986

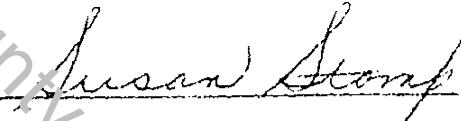
WITNESS the hand and seal of the Mortgagor, the day and year first written.



Robert S. Stomp

(SEAL)

(SEAL)



Susan L. Stomp

(SEAL)

(SEAL)

STATE OF ILLINOIS

COUNTY OF _____ Cook

} ss:

I, Kelly M. Scruggs

, a notary public, in and for the county and State aforesaid,

Do hereby Certify That

Robert S. Stomp

and

Susan L. Stomp

, his wife, 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

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

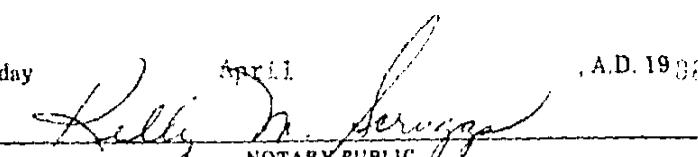
all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal this

30th day

April

, A.D. 1986



Kelly M. Scruggs
NOTARY PUBLIC
My Commission Expires: August 1, 1989.

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(7) By accepting payment of any sum accrued hereby after its due date, Mortgagor does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay. If and duly perform all the covenants and agreements herein, then this conveyance shall be null and void.

Mortgagor shall pay said note at the time and in the manner agreed upon by this Mortgagor, and shall abide by, completely with, benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by demand thereof by Mortgagor, execute a release or satisfaction of this Mortgage, and Mortgagor hereby waives the duly perform all the covenants and agreements herein, then Mortgagor will, within thirty (30) days after written notice, to the extent permitted by law,

(6) If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, completely with, and duly perform the exercise from the holder is granted, or any other right that the holder has or may have, to the extent permitted by law,

(5) Each of the undersigned waives the right to claim any damage for trespass, injury or any tort committed by or resulting from the exercise by the holder of the rights given hereunder or any attempt to exercise thereafter occurring.

(4) Whenever, by the terms of this instrument or of said Promissory Note, Mortgagor is given any option, such option may be exercised when the right accrues or at any time thereafter and no acceptance by Mortgagor of payment of indebtedness in default shall constitute a waiver of any default then existing and continuing or

(3) Mortgagor shall be subrogated to the lien of any and all prior encumbrances, liens or charges paid and discharged from the proceeds of any and all prior encumbrances, liens or charges paid and thereby to the extent of such payments, respectively.

(2) In the event said promises are sold at a foreclosure sale, Mortgagor shall be liable for any deficiency remaining after sale of the promises if permitted by law, and application of the proceeds of said sale to the indebtedness secured and to the expense of foreclose, including Mortgagor's reasonable attorney's fees and legal expenses is allowed by law.

Promissory Note secured hereby shall immediately become due and payable at the option of the Mortgagor, on the amount of the indebtedness and to the holder, including reasonable attorney's fees, and amounts advanced and such complaint may be presented to judgment and execution and sale for the collection of the whole event the Mortgagor shall have the right immediately to foreclose this mortgage by complaint for that purpose, application of the Mortgagor or any other person who may be entitled to the monies due thereon, in such Promissory Note sums owing by the Mortgagor to the Mortgagor under this Mortgagor shall be liable for under the promises, the same as any other action or proceeding be filed in any court to enforce any lien on, claim against or interest of the Mortgagor, or should any action of any agreement heretofore, or upon sale of other disposition of the promises by default in performance of any agreement heretofore, or upon sale of the same may hereafter become due, or upon any other promise or obligation which may be secured hereby as the same may hereafter be made on said Promissory Note or

(b) pay all said taxes and assessments without detrimenting the validity thereof; and (c) pay such liens and all such indebtedness secured hereby, and perform all other obligations in full compliance with the terms of said Promissory Note and this Mortgagor, (d) That the time of payment of the indebtedness hereby secured, or of any portion thereof, may be extended or renewed, and any portions of the promises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person or the priority of this Mortgagor, (e) That he does hereby forever warrant and will forever defend the title and possession hereof to the lien hereof, and any other obligations in full compliance with the terms of said Promissory Note and this Mortgagor, (f) That the time of payment of the indebtedness hereby secured, or of any portion thereof, may be extended or renewed, and any portions of the promises herein described may, without notice, be released from the lien hereof, and any other obligations in full compliance with the terms of said Promissory Note and this Mortgagor, (g) That he will pay, promptly due, all claims for labor performed and materials furnished herefor; (h) That he will pay, promptly due, all claims for workmanship manner any buildings which may be damaged or destroyed therein, and to pay, when the purpose of inspeciting the promises; not to remove or demolish any building therein; to restore promptly and in a good and workmanlike manner any buildings which may be removed or demolished therefrom; to repair or restore premises for contrary to restitutions of record or contrary to law, and to permit Mortgagor to enter at all reasonable times for heretofore entered in good condition and repair, not to commit or suffer any waste or any use of said premises and payables by Mortgagor to Mortgagor to keep the buildings and other improvements now existing or disbursements shall be deemed a part of the indebtedness secured by this Mortgagor and shall be immediately due and payable by Mortgagor to Mortgagor to keep the buildings and other improvements now existing or