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MORTGAGE

THIS INDENTURE, made this 22nd day of January, 1987, between DENNIS M. DOWNS AND KATHLEEN M. DOWNS ^{his wife &c} Mortgagor, and WECO CREDIT UNION, a corporation existing under the laws of the State of Illinois, Mortgagee.

NOTE IDENTIFIED

WITNESSETH: That whereas the Mortgagor justly indebted to the Mortgagee, as is evidenced by a certain promissory note executed and delivered by the Mortgagor, in favor of the Mortgagee, and bearing even date herewith, in the principal sum of SIXTEEN THOUSAND SIX HUNDRED SEVENTY-FOUR AND 56/100'S Dollars (\$16,674.56) payable with interest at the rate of TWELVE per centum (12.0%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office at 1700 Hawthorne Lane, West Chicago, Illinois, or at such other place as the holder may designate in writing, and delivered or mailed to the Mortgagor; the said principal and interest being payable in monthly installments of FOUR HUNDRED THIRTY-NINE AND 16/100'S Dollars (\$439.16) beginning on the last day of February 1987 and continuing on the last day of each month thereafter until the note is fully paid, except that the final payment of principal and interest, if not paid sooner, shall be due and payable on the last day of January 1991. Notwithstanding the foregoing, the Mortgagee shall have the right to call the loan at any time, at its sole discretion, after default or breach of any condition herein.

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NOW, THEREFORE, the said Mortgagor, to secure the payment of said principal sum of money and said interest and the performance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARRANT into the Mortgagee, its successors or assigns, the following described real estate, lying and being in the County of Cook, State of Illinois, to-wit:

LOT TEN (10) (EXCEPT THE NORTH THIRTY (30) FEET THEREOF) IN BLOCK EIGHT (8) IN MARY W. INGRAM'S SUBDIVISION OF THE NORTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN.

PERMANENT INDEX NO. 26-30-311-052

12248 Mortgagor
(Chubb, et al)

TOGETHER with all improvements, tenements, hereditaments and appurtenances thereto belonging, and all rents, issues and profits

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thereof, and all apparatus, equipment, articles, improvements or fixtures used thereon, including (but not limited to) all heating, air conditioning, gas, plumbing and electrical fixtures. All of the foregoing are declared to be a part of said real estate, and are a portion of the security for the indebtedness herein.

TO HAVE AND TO HOLD, 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 said Mortgagor does hereby expressly release and waive.

THE SAID MORTGAGOR covenants and agrees as follows:

(1) To pay said indebtedness, and the interest thereon as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due 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 hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and second, to the Mortgagee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable. (7) the Mortgagor shall not convey its title or interest to or in all or any part of the mortgaged premises without the written consent of the Mortgagee.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances 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 incumbrances and the interest thereon from time to time; and all money so paid, the Mortgagor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 12.0 per cent per annum shall be so much additional indebtedness secured hereby.

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 time of such breach at 12.0 per cent per annum, 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 that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof - including reasonable attorney'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; and the like expenses and disbursements, occasioned by any suit or proceedings 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. 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 proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Mortgagor for the Mortgagor and for the heirs, executors, administrators and assigns of the Mortgagor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Mortgage,

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Barbara R. Krinsky
P.O. Box 190
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