

UNOFFICIAL COPY

Form No. 100
February, 1938

2774893

MONTROSE ILLINOIS
For Use With State Form No. 1007

This form cannot be used unless the parties hereto have read the provisions of the
entire form and agree to comply with the same, including the payment of
any taxes or charges for a particular purpose.

This instrument, made FEBRUARY 15 in 89, between

GEORGE M. KOWALSKI

BARBARA A. KOWALSKI (Married to each other)

4309 North Nottingham

Nor. 1006, IL 60634

(CITY) (STATE)

herein referred to as "Mortgagee," and

Sears Consumer Financial Corporation

100 Corporate North, Suite 207

Bennockburn, IL 60015

(CITY) (STATE)

Above Space For Recorder's Use Only

herein referred to as "Mortgagee," witness:

THAT WHEREAS the Mortgagee are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of
Forty Thousand Four Hundred Four and 53/100 DOLLARS

to 40404.53, due to the order of and delivered to the Mortgagee, and by which note the Mortgagee promise to pay the above principal
sum and interest at the rate and payments as provided in said note, with a final payment of the balance due on the 15 day of February

04, and all of said principal and interest are made payable at such place as the notary at the time may, from time to time, in writing appoint, and
in absence of such appointment, then at the office of the Mortgagee at Bennockburn, IL

NOW, THEREFORE, the Mortgagee do hereby and have entered in their possession the premises hereinafter described, together with all
and appurtenances of this real estate, and the performance of the covenants and agreements hereinafter contained, by the Mortgagee to be performed, and done in
consideration of the sum of Ten Dollars in hand paid, the receipt whereof is hereby acknowledged, do by these presents convey and grant 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,

situate, lying and being in the Village of Norridge, COUNTY OF Cook AND
STATE OF ILLINOIS, to wit:

LOT FIFTY ONE (51)

IN WOJTALEWICZ'S MONTROSE MANOR, BEING A SUBDIVISION IN THE SOUTH 1/2
NORTH OF THE INDIAN BOUNDARY LINE OF SECTION 18, TOWNSHIP 43 NORTH,
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

which, with the property hereinafter described, is referred to herein as the "premises,"

Permanent Real Estate Index Number: 13-18-321-013

Addressed of Real Estate: 4309 North Nottingham Norridge, IL 60634

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto pertaining, and all rents, issues and profits thereof for
so long and during all such times as the Mortgagee may be entitled thereto (which are pledged primarily and on a parity with said real estate and not
secondarily and all equipment, appliances or fixtures now or hereafter lawfully attached to or used in connection with said real estate, including
refrigerator, range, sink, water heater, and all other fixtures, including the foregoing, stoves, windows, doors and windows, floor coverings, major tools, paintings, stoves and water heaters, all of the foregoing are declared to be a part of said real estate
whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment, or fixtures hereafter placed in the premises by
Mortgagee or their successors or assigns shall be considered as constituting parts of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, to have, for the purposes, and upon the same
terms and conditions, from time to time, and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, upon said rights and
benefits the Mortgagee do hereby expressly release and waive.

The name of a record owner is GEORGE M. KOWALSKI & BARBARA A. KOWALSKI
(Married to each other)

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 also reverse side of this instrument are incorporated
hereby by reference and are a part hereof and shall be binding on Mortgagee, their heirs, successors and assigns.

Witness the hand... and seal... of Mortgagee the day and year first above written.

Allen J. Jendras (Seal)
WILLIAM ALLEN J. JENDRAS

George M. Kowalski (Seal)
GEORGE M. KOWALSKI

John R. Brocick (Seal)
ATTORNEY JOHN R. BROCICK

Barbara A. Kowalski (Seal)
BARBARA A. KOWALSKI

State of Illinois, County of Cook, ss. I, the undersigned, a Notary Public in and for said County

in the State of Illinois, do hereby certify that GEORGE M. KOWALSKI
BARBARA A. KOWALSKI (Married to each other)

personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument,
appeared before me this day in person, and acknowledged that I, N. BY, signed, sealed and delivered the said instrument as
DIS/NOT 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 16th day of February in 89.
Commission expires 1-13-92 at 92 Donald R. Dixon Notary Public

This instrument was prepared by Edward R. Boyd 100 Corporate North 207, Bennockburn, IL

Made this instrument to R. F. M. Sears Consumer Financial Corporation

100 Corporate North, Suite 207, Bennockburn, IL 60015
(CITY) (STATE) (ZIP CODE)

OR RECORDER'S OFFICE BOX NO.
OFFICIAL SEAL
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION EXPIRES 1/13/92

NOTE 7D

2774893

UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE)

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed by fire, lightning or other cause in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien and expressly subordinated to the lien hereof; (b) 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 furnish satisfactory evidence of the discharge of such prior lien to the Mortgagee; (c) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (d) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (e) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgages 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 Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to collect.

3. In the event of the expiration after this date of any law or ordinance deducting from the value of land for the purpose of taxation any lien thereon, or expiring upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagee, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagee, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if at the option of counsel for the Mortgagee it might be unwise to require Mortgagee to make such payment or to the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagee, to assume all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagee consent and agree to pay such tax in the manner required by any such law. The Mortgagee further consent to hold Mortgagee and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. At such time as the Mortgagee are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagee shall have such priority of making payments on the principal of said note in addition to the required payments as may be provided in said note.

6. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of 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 policies 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 the respective dates of expiration.

7. In case of default thereon, Mortgagee may, but need not, make any payment or perform any act or thing required of Mortgagee in any form and manner deemed expedient, and may, but need not, make any or partial payment of principal or interest on prior encumbrances, if any, or purchase, discharge, terminate or satisfy any lien or other debt or claim, or redeem from any lien sale or foreclosure affecting said premises or protect any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be deemed additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by statute. In addition, Mortgagee shall be deemed to be a waiver of any right accruing to the Mortgagee on account of any such act or thing done on the part of the Mortgagee.

8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate presented from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, lien or claim thereof.

9. Mortgagee shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof, at the option of the Mortgagee and without notice to Mortgagee. All unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for thirty (30) days in the performance of any other agreement of the Mortgagee herein contained.

10. 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 case 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 witness, storage, survey charges, publication costs and costs which may be added or all to items to be expensed after entry of the decree of preparing all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and agreements with respect to title as Mortgagee may deem to be reasonably necessary either to protect such suit or to avoidance to orders of any court which may be had pursuant to such decree. A 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 shall become due and payable, with interest thereon at the highest rate now permitted by statute, when paid or incurred by Mortgagee in connection with any proceeding, including protests and proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, or as a result of this mortgage or any indebtedness hereby secured, or the preparations for the commencement of any suit for the foreclosure hereof (after receipt of such right to foreclose whether or not actually commenced, or the preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof).

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceeding, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagee, their heirs, legal representatives or assigns, as their rights may appear.

12. 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 pendency of any suit by Mortgagee 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 rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagee, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in the hands of the receiver in whole or in part to the indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application in mass prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

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

15. The Mortgagee shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said security, shall be deemed to have consented to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

17. Mortgagee shall release this mortgage and lien hereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of reasonable fee to Mortgagee for the execution of such release.

18. This mortgage and all provisions hereof shall extend to and be binding on all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the heirs or holders, from time to time, of the note hereby secured hereby.

10/15/57

Now before me, Notary Public for the State of California, on this 15th day of October, 1957, at Los Angeles, California, I have personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Page 2 of _____
Bundling _____
Address _____
Priority _____
Delivery _____
Address _____
Date to _____
Address _____
Notified _____
COFAAS