

3828661

10/1/2013

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

1. Mortgages shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed, (2) keep said premises in good condition and repair, without warranty, and free from mechanical or other liens or claims for lien or express or implied to the lien hereof; (3) 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 exhibit satisfactory evidence of the discharge of such prior lien to the Mortgage; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except, excepted 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 Mortgages may desire to contest.

3. 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 which 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.

4. In case of default thereon, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any form and manner deemed expedient, compromise or settle any lien or other prior lien or title or claim hereof, or redeem from any tax sale or foreclosure affecting said premises in contest 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 so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate agreed upon in the note. Fraction of Mortgagee shall nevertheless be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgages.

5. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured 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, foreclosure, tax lien or title or claim thereon.

6. Mortgages shall pay such 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 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 three days in the performance of any other agreement of the Mortgages, hereinafter mentioned.

7. If the Mortgages sell or transfer all or part of the premises or any rights in the premises, any person to whom the Mortgages sell or transfer the premises may take over all of the Mortgages' rights and obligations under this Mortgage (known as an "assumption of the Mortgage") if certain conditions are met. Above conditions are:

(A) - Mortgages give Mortgagee notice of sale or transfer; (B) - Mortgagee agrees that the person buying under its then usual credit criteria; (C) - The person agrees to pay interest on the amount owed to Mortgagee under the note and under this Mortgage at whatever rate Mortgagee requires; and (D) - The person signs an assumption agreement that is acceptable to Mortgagee and that obligates the person to keep all of the premises and agreements made in the note and in this Mortgage.

If the Mortgages sell or transfer the premises and the conditions in A, B, C and D of this section are not satisfied, Mortgagee may require the right to require immediate payment in full of the note, foreclosure the Mortgage, and seek any other legal remedy as a result of certain transfers. Those transfers are:

(i) the creation of liens or other claims against the premises, hereinafter referred to as "other mortgages, materialman's liens, etc.;" (ii) a transfer of rights in household appliances, to a person who provides the Mortgages with the money to buy these appliances, in order to protect that person against possible losses; (iii) a transfer of the premises to surviving co-owners, following the death of a co-owner, when the transfer is automatic according to law; and (iv) leasing the premises for a term of three (3) years or less, as long as the lease does not include an option to buy.

8. 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 suit to foreclose the lien hereof, there shall be allowed and allowed 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 attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs, which may be estimated as to items to be expended after entry of the decree of foreclosure all such abstracts of title, title searches, and examinations, title insurance policies, and similar data and assurances with respect to the Mortgage may be deemed necessary, either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the 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 immediately due and payable, with interest thereon at the rate agreed upon in the note, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

9. 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 proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other liens 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 overplus to Mortgages, their heirs, legal representatives or assigns, as their rights may appear.

10. 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 solvency or insolvency of Mortgages 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 the 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 Mortgages, 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 his hands in payment in whole or in part of: (1) 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 is made prior to foreclosure sale; (2) The deficiency in case of a sale and deficiency.

11. The Mortgagee shall have the right to inspect the premises at all reasonable times and to make repairs to the premises as in its discretion it may deem necessary for the proper preservation thereof. Access thereto shall be permitted for those purposes.

12. 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 premises, shall be held to assent 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.

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

14. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all 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 "Mortgages" when used herein shall include the successors and assigns of the Mortgages and the holders of the note secured hereby.

15. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all 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 "Mortgages" when used herein shall include the successors and assigns of the Mortgages and the holders of the note secured hereby.

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20. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all 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 "Mortgages" when used herein shall include the successors and assigns of the Mortgages and the holders of the note secured hereby.

UNOFFICIAL COPY

MORTGAGE PREPARED BY BIRLEY VAICKI 999 OAKMONT PLAZA WESTMONT, IL

RECORDERS OFFICE BOX NO

CITY AND STATE WESTMONT, IL ZIP CODE 60559

ADDRESS 999 OAKMONT PLAZA DRIVE

NAME CHRYSLER FIRST FINANCIAL SERVICES CORPORATION

MAIL TO: CHICAGO, IL 60643

ADDRESS OF PROPERTY: 10030 S PEBRIA

NOTARY PUBLIC STATE OF ILLINOIS

DOCUMENT NUMBER

Given under by hand and official seal this 26TH day of SEPTEMBER 19 89

IMPRESS SEAL HERE

personally known to me to be the same person as whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that I, the undersigned, 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 the right of homestead

IN THE STATE OF ILLINOIS, COUNTY OF COOK, I, the undersigned, a Notary Public in and for said County, do hereby certify that CYNTHIA GALLOWAY, DIVORCED AND NOT SINCE REMARRIED

CYNTHIA GALLOWAY (Seal)

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

which, with the property hereinafter described, is referred to herein as the premises, I HEREBY with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgages may be called thereon or hereafter thereon or thereon used to supply heat, gas, air conditioning, water, light, power, secondary) and all apparatus, equipment or articles now or hereafter thereon or thereon used to supply heat, gas, air conditioning, water, light, power, doors and windows, floor coverings, radiator beds, awnings, stoves and water heater. 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 articles hereafter placed in the premises by the Mortgages or their successors or assigns shall be considered as constituting part of the real estate. TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, 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 Mortgagee do hereby expressly release and waive. This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagee, its heirs, successors and assigns. WITNESS the hand and seal of Mortgages the day and year first above written.

3828661

SEP 28 PM 3:42
CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

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1988
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COMMONLY KNOWN AS: 10030 S PEBRIA, CHICAGO, ILLINOIS

INDEX: 25-08-413-030 & 25-08-413-031

WORKS 131396 BOOK 2636-2 PAGE 499
COUNTY OF COOK
CITY OF CHICAGO
RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH
LOTS 13 AND 14 IN BLOCK 7 IN MITT'S SUBDIVISION OF

THIS INDENTURE made SEPTEMBER 26 19 89 between CYNTHIA GALLOWAY, DIVORCED AND NOT SINCE REMARRIED and CHRYSLER FIRST FINANCIAL SERVICES CORPORATION herein referred to as "Mortgages," and herein referred to as "Mortgages," witnesseth THAT, WHEREAS, the Mortgages are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of TEN THOUSAND DOLLARS AND NO CENTS \$10,000.00, payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagee promise to pay the said principal sum and interest at the rate and installments as provided in said note, with a final payment of the balance due on the 2 day of OCTOBER 19 97, and all of said principal and interest are made payable at such place as the holders of the note may from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee in WESTMONT, ILLINOIS NOW, THEREFORE, the Mortgagee to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagee to be performed, WARRANT 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 CITY OF CHICAGO COUNTY OF CHICAGO

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NOTE DATED

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MORTGAGE (Illinois)