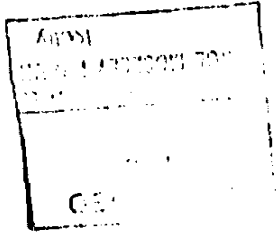


UNOFFICIAL COPY

0 3 0 3 7 4 1 4



RESULT OF SEARCH:

INTENDED GRANTEEES OR ASSIGNEES:

RESULT OF SEARCH:

PRESENT PARTIES IN INTEREST:

STATUTORY FEDERAL TAX LIEN SEARCH

DOCUMENT NO.

1320660

DATE OF SEARCH:

775683

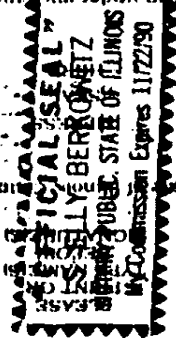
300-9000

90 MAR 20 PM 12:06

Property of Cook County Clerk's Office

Lined area for handwritten entries, including names like 'DUNSON, ROBERT' and 'DUNSON, DELORES'.

UNOFFICIAL COPY



COOK COUNTY, ILLINOIS
I, the undersigned a Notary Public in and for said County
ROBERT E. DUNSON AND DELORES DUNSON (HIS WIFE)
personally known to me to be the same persons
whose names I subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that
they signed said instrument and the instrument as
THEIR free and voluntary act, for the use and purposes therein
expressed, in full knowledge of the contents and meaning
of the same and of the nature and effect of the same and
of the right of homestead.

The name of a record owner is
ROBERT E. DUNSON AND DELORES DUNSON (HIS WIFE)
The 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 Mortgagors, their heirs, successors and assigns. Witness the hand and seal of Mortgagor (the day and year first) above written.
ROBERT E. DUNSON
DELORES DUNSON

TOGETHER with all improvements, tenements, cements, fixtures and appliances thereto belonging, and all rents, issues and profits therefor so long and during all such times as Mortgagors may be entitled thereto are pledged and assigned to and on a party with said real estate and all appurtenant equipment or articles now or hereafter attached thereto, including without limitation, the following: screens, window shades, storm doors and windows, door coverings, radiator covers, bed covers, water heaters, stoves and water heaters. All of the foregoing are 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 Mortgagors or their successors or assigns shall be considered as constituting part of the real estate. TO HAVE AND TO HOLD the premises and the mortgage and the mortgage as aforesaid to the mortgagee, his heirs, successors and assigns forever, for the purposes and upon the terms and conditions hereinafter 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 Mortgagors do hereby expressly release and waive.

which with the property hereinafter described is referred to herein as the premises. TOGETHER with all improvements, tenements, cements, fixtures and appliances thereto belonging, and all rents, issues and profits therefor so long and during all such times as Mortgagors may be entitled thereto are pledged and assigned to and on a party with said real estate and all appurtenant equipment or articles now or hereafter attached thereto, including without limitation, the following: screens, window shades, storm doors and windows, door coverings, radiator covers, bed covers, water heaters, stoves and water heaters. All of the foregoing are 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 Mortgagors or their successors or assigns shall be considered as constituting part of the real estate. TO HAVE AND TO HOLD the premises and the mortgage and the mortgage as aforesaid to the mortgagee, his heirs, successors and assigns forever, for the purposes and upon the terms and conditions hereinafter 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 Mortgagors do hereby expressly release and waive.

ADDRESS OF PROPERTY: 1523 N LOUIS CHICAGO ILLINOIS
P.I.N. # 16-04-103-015
3867114

LOT 18 IN BLOCK 1 IN KENNEY'S HIGHLAND ADDITION TO AUSTIN, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN
AND STATE OF ILLINOIS TO WIT:
COOK COUNTY OF

NOW THEREFORE, the Mortgagors to secure the payment of the said sum in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, do by these presents CONVEY AND 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 AND STATE OF ILLINOIS to wit:
the absence of such appointment, then at the office of the holder at JNTON MORTGAGE COMPANY, INC.

to pay the said sum in installments of \$88.17 each beginning
and a final installment of \$88.17 payable on
19 93 and all of said installments as the holders of the contract may from time to time, in writing appoint and in
19 90
19 93
3867114

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the Retail Installment Contract dated FEBRUARY 11 1990 in the sum of THREE THOUSAND ONE HUNDRED SEVENTY DOLLARS
1523 N. LOUIS CHICAGO ILLINOIS
BEST HOME PRODUCTS AND SERVICES
4747 W. PETERSON CHICAGO ILLINOIS
ROBERT E. DUNSON AND DELORES DUNSON (HIS WIFE)
FEB 11 1990
3867114

PREPARED BY: AM/M PETERSON BERKOWITZ CHICAGO ILLINOIS
MORTGAGE (ILLINOIS)
NOTE IDENTIFIED

RECEIVED

NAME

STREET

CITY

UNION MORTGAGE COMPANY
P. O. BOX 21893
DALLAS, TEXAS 75221-8929
INSTRUMENT NO. 214/680-313

UNOFFICIAL COPY

LOMBARD ALLIANCE 60148

10 E 22ND STREET SUITE 414

TAMARA SICLER

CAROL MOSLEY / GRAMM
REGISTRAR OF TITLES

1988 MAR 20 PM 2:15

Mortgage

Date

2
732066
3867414
3867474
3867498C

FOR VALUABLE CONSIDERATION, Mortgagee hereby sells, assigns and transfers the within mortgage to

ASSIGNMENT

1.2. If Mortgagee shall sell, assign or transfer any right, title or interest in said premises or any portion thereof, without the written consent of the holder of the contract secured hereby, holder shall have the right, at his option, to declare all unpaid indebtedness secured by this mortgage to be immediately due and payable, anything in said contract or this mortgage to the contrary notwithstanding.

1.1. Mortgagee or the holder of the contract shall have the right to inspect the premises at all reasonable times and for any purpose permitted for that purpose.

1.0. No action for the enforcement of the lien or 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 contract hereby secured.

9. Upon or at any time after the filing of a bill to foreclose this mortgage the court in which such bill is filed may appoint a receiver of said premises and the Mortgagee hereunder 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 status or period of redemption, whether there be redemption or not, as well as during any further time 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, or the protection, preservation, 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 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 suit; (2) the deficiency in case of a sale and deficiency.

8. 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 items which under the terms hereof constitute secured indebtedness additional to that evidenced by the contract; third, all other indebtedness, if any, remaining unpaid on the contract; fourth, any surplus to Mortgagee, their heirs, legal representatives or assigns as their rights may appear.

7. 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 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 or holder of the contract for attorneys' fees, appraisers' fees, outlays for documents and expert evidence, recording fees, charges, publication costs and costs which may be estimated as to be expended after entry of the decree of procuring all such other items of title, title warranties and examinations, guaranties, policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee or holder of the contract may reasonably require in order 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 the paragraph mentioned at all become so much additional indebtedness secured hereby and immediately and bankrupcy and payable when paid or incurred by Mortgagee or holder of the contract in connection with (a) any proceeding, including probate and bankruptcy proceedings to which either of them shall be a party, either as plaintiff 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 or for the enforcement of any right to foreclose whether or not actually commenced or proceedings for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether or not actually secured; or (c) any other expenses which may be incurred by or on behalf of Mortgagee or holder of the contract in connection with the foreclosure hereof or not actually commenced.

6. Mortgagee shall pay each item of indebtedness herein mentioned when due according to the terms hereof. At the option of the holder of the contract and without notice to the Mortgagee, all unpaid indebtedness secured by the Mortgage shall notwithstanding anything in the contract or this Mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment on the contract; or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagee herein contained.

5. The Mortgagee or the holder of the contract hereby secured making any payment hereof shall be entitled to the benefit of the contract and shall be entitled to any bill, statement or estimate procured from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien or title or claim thereof.

4. In case of default therein, Mortgagee or the holder of the contract may, but need not, make any payment or perform any act herebefore required of Mortgagee in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest at prior encumbrances. If any and purchase, discharge, compromise or settle any tax lien or other prior lien or claim hereof or redemption from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of these purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees and any other moneys advanced by Mortgagee or the holders of the contract 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, in favor of Mortgagee or holders of the contract hereunder on the part of the Mortgagee, according to them on account of any default hereunder on the part of the Mortgagee.

3. Mortgagee shall keep all buildings and improvements now and 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 to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance with the standard mortgage clause to be attached to each policy; and policies payable in case of loss or damage to Mortgagee such rights 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 holder of the contract and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

2. Mortgagee 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 Mortgagee or to holder of the contract duplicate receipts therefor. To prevent default hereunder Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

1. Mortgagee shall (a) keep said premises in good condition and repair, without waste, and free from encumbrances and other liens or claims for lien damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from encumbrances and other liens or claims for lien damaged or be destroyed; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof; (d) pay when due any tax or assessment; (e) make no material alterations in said premises except as required by law or municipal ordinance.

ADDITIONAL COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS INSTRUMENT