

# UNOFFICIAL COPY

FORM 4111

DOCUMENT NO.

STATUTORY FEDERAL TAX LIEN SEARCH

1453365

PRESENT PARTIES IN INTEREST:

Stephen A. Newcomb  
Kathleen M. Newcomb

DATE OF SEARCH:

3/6/87

376340

MAR 26 10 10 AM '87

RESULT OF SEARCH:

None  
None

3-26-90 N.P.

INTENDED GRANTEEES OR ASSIGNEES:

03-868371

RESULT OF SEARCH:

IDENTIFIED  
No.  
Registrar of Titles  
CAROL MOSLEY BRAUN  
R.E.I.

Property of Cook County Clerk's Office

This Mortgage dated as of March 21, 1990 in entered into between Stephen H. Newcomb & Kathleen M. Newcomb (married to each other) (J)

1343 S. Gunderson Beryn, II 60402 Beryn, IL 60402

Dollars (\$ 8,000.00 ); or the aggregate unpaid amount of all loans made by the Mortgagee pursuant to that certain Home Equity Revolving Line of Credit Agreement (the "Agreement") of even date herewith, whichever is less. This indebtedness is evidenced by the Agreement executed by Mortgagee which Agreement provides for monthly interest payments at the rate and at the times provided for in the Agreement, with the full indebtedness, plus interest, due and payable on demand after five (5) years from the date of this Mortgage. The Mortgagee will provide the Mortgagee with a final payment notice at least 90 days before the final payment is made. The Agreement provides that loans may be made from time to time (but in no event later than twenty (20) years from the date hereof) not to exceed the above stated maximum loan amount outstanding at any one time. All future loans will have the same priority as the original loan.

All payments received by Mortgagee under the Agreement shall be applied first to fees and charges payable pursuant to the Agreement, next to any amounts advanced by the Mortgagee under the Mortgage, next to any billed and unpaid interest, next to the principal amount outstanding under the Agreement, and then to accrued and unpaid interest.

To secure the payment of the indebtedness incurred pursuant to the Agreement with interest thereon, the payment of all other sums with interest thereon advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of this Mortgage and in the Agreement, the Mortgagee does hereby mortgage, warrant, grant and convey to the Mortgagee the following described real estate located in the County of Cook State of Illinois, to wit:

Lot 23 in Happy Home Subdivision of block 31 in the subdivision of section 19, township 39 North, Range 13, East of the Third Principal meridian, (except the South 300 acres thereof) in Cook county, Illinois.

NOTE IDENTIFIED  
PT 3-767

Community known as: 1343 S. Gunderson Beryn, Illinois 60402  
PIN: 16-19-214-018

Together with all buildings, improvements, fixtures or appliances, now or hereafter erected, thereon or placed thereon, including all apparatus, equipment, fixtures or articles, whether in single unit or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter, thereon or thereon, the turning of which by leasors to leasors is customary or appropriate, including screens, window shades, storm doors and window, floor coverings, screen doors, in-door beds, awnings, water heaters (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein; and all of the foregoing, together with said real estate for leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property". The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and others paid off by the proceeds of the Agreement hereby secured.

To have and to hold the Property, with said buildings, improvements, fixtures, appliances, apparatus and equipment unto said Mortgagee forever for the use hereon and to the use and benefit of the Mortgagee, together with all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagee does hereby release and waive.

A. (1) To pay the indebtedness and the interest thereon as stated in said Agreement, or according to any agreement extending the time of payment thereof; (2) To pay hereon (due) and to furnish Mortgagee, upon request, duplicate receipts (heretofore, and all such items extended against the Property insured against damage by fire hazards included within the term "extended coverage", and such other hazards as the Mortgagee may require to be insured against) and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value (hereof, in such companies and in such form as shall be satisfactory to the Mortgagee); such insurance policies shall remain in with the Mortgagee during said period or periods, and contain the usual clause making them payable to the Mortgagee; and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptionman, or any grantor and to execute and deliver on behalf of the Mortgagee all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance company, and the Mortgagee agrees to sign, upon demand, all receipts, vouchers, releases and acquittances required to be signed by the insurance Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the Property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on the Property, unless Mortgagee elects to apply on the indebtedness secured hereby by the proceeds of any insurance covering such destruction or damage; (5) To keep the Property in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; (6) To comply with the provisions of any lease if this Mortgage is on a leasehold; (7) To perform all obligations under any declaration, covenant, by-law, regulations, and constituent documents governing the Property if the Mortgage is on a condominium or a planned unit development; (8) Not to make, suffer or permit any unlawful use of or any nuisance to exist on the Property nor to diminish nor impair the value by any act or omission to act; (9) To comply with all requirements of law with respect to Mortgagee and the use hereof; (10) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the Property for any purpose other than that for which it is now used, (b) any alterations, additions, demolitions, removal or sale of any improvements, apparatus, appliances, fixtures or equipment now or hereafter upon the Property, (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any building or improvement on the Property, (d) any sale, assignment, mortgage, or other interest in and to the Property or any portion thereof including, but not limited to, a sale to a party who would be a lien holder, or other interest in the property, and (e) any other act or omission which would be in violation of any law or public policy.

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3869371 MORTGAGE

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171553665  
DUPLICATE

3868371

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Property of Cook County Clerk's Office

Submitted by COOK COUNTY  
 Address 1820 RIDGE AVENUE  
 Premised EVANSTON, ILL. 60201  
 Deliver certificate to REAL ESTATE INDEX GROUP  
 Address 1820 RIDGE AVENUE  
 Notified EVANSTON, ILL. 60201

Deliver duplicates to Trust

Deed to \_\_\_\_\_

Address \_\_\_\_\_

Notified \_\_\_\_\_

R.E.I.

REAL ESTATE INDEX GROUP  
1820 Ridge Avenue  
Evanston, IL 60201

Order # 43-767

3868371



# UNOFFICIAL COPY

all indebtedness secured hereby is paid in full or until the delivery of a deed pursuant to a judgment foreclosing the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of the Property without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

J. That each right, power and remedy conferred by this Mortgage or the Agreement upon the Mortgagor is cumulative of every other right or remedy of the Mortgagor, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagor of performance of any covenant contained herein or in the Agreement shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants, that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter, and singular number, as used herein, shall include the plural; that all rights and obligations under this Mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

K. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Mortgagee's interest in the Property.

L. Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by mailing such notice by regular mail, addressed to Mortgagor at the Property address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

M. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision and to this end the provisions of the Mortgage and the Agreement are declared to be severable.

N. Upon payment of all debts secured by this Mortgage and termination of the Agreement, Mortgagee shall release this Mortgage

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 21st day of March 19 90

*Stephen H. Newcomb* (SEALS)

*Kathleen M. Newcomb* (SEALS)

..... (SEALS)

..... (SEALS)

STATE OF ILLINOIS }  
COUNTY OF Cook } SS

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Stephen H. Newcomb & Kathleen M. Newcomb (married to each other) (3)

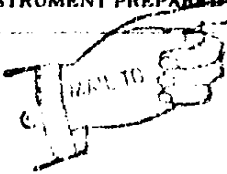
personally known to me to be the same person or persons whose name or names is or are subscribed to the foregoing mortgage, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said mortgage as their free and voluntary act, for the uses and purposes therein 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 21st day of March 19 90

*Linda Nagl*

Notary Public

THIS INSTRUMENT PREPARED BY: James A. Cairo/Commercial National Bank of Berwyn  
3322 South Oak Park Ave Berwyn, Illinois 60402



3865371