

# UNOFFICIAL COPY

FORM 4111

03 07 00 4

DOCUMENT NO.

## STATUTORY FEDERAL TAX LIEN SEARCH

### PRESENT PARTIES IN INTEREST:

*Georgia A Dousey*

### DATE OF SEARCH:

### RESULT OF SEARCH:

*None*

778004

*4-4-90 M.P.*

SEARCHED  
SERIALIZED  
INDEXED  
APR 15 1990  
FBI - CHICAGO

### INTENDED GRANTEES OR ASSIGNEES:

### RESULT OF SEARCH:

Property of Cook County Clerk's Office  
03-871043

IDENTIFIED  
No.  
SEARCHED INDEXED  
SERIALIZED FILED  
APR 15 1990  
FBI - CHICAGO

*TLCOL*

*03-871043*

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Property of Cook County Clerk's Office

2010-11-10

COUNTY OF ILLINOIS  
 Notary Public  
 LISA HOOTEN  
 My Commission Expires 4/7/91  
 191 W. Joe Orr Rd. Chgo. Hts., IL  
 State of Illinois  
 County of Cook  
 Given under my hand and Notarial Seal this 22nd day of February A.D. 1990.

I, George A. Dorsey, a single person, do hereby certify that George A. Dorsey is personally known to me, in the same person as George A. Dorsey, who subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she-  
 hat own free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

13. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein.

14. This Mortgage shall be governed by the law of this state.

15. Borrower shall be furnished a conformed copy of this Note and of this Mortgage at the time of execution or after recordation hereof.

16. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 13 hereof specifying: (i) the breach; (ii) the action required to cure such breach; (iii) a date, not later than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (iv) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare this Mortgage to be in default and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documents, evidence, abstracts and the reports.

17. Notwithstanding Lender's declaration of default, Lender shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage. Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred, plus all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 16 hereof, including, but not limited to, reasonable attorney's fees, and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Note and the obligations secured hereby shall terminate in full force and effect, as if no acceleration had occurred.

18. As additional security hereunder, Borrower hereby assigns to Lender the fruits of the Property provided that Borrower shall, prior to acceleration under paragraph 16 hereof, have the right to collect and retain such sums as they become due and payable. Upon acceleration under paragraph 16 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and collect the rent of the Property including all other benefits and collection of rents, including, but not limited to, payments on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

19. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

20. Borrower hereby waives all right of homestead exemption in the Property.

21. WITNESS WHEREOF, Borrower has executed this Mortgage, and this instrument was prepared by George A. Dorsey.

I, George A. Dorsey, Notary Public, do hereby certify that George A. Dorsey is personally known to me, in the same person as George A. Dorsey, who subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she-  
 hat own free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

A.D. 1990.

# UNOFFICIAL COPY

BORROWER'S COPY

4-4-90 Doc affects app on 691318 655 + other app 251350  
Lmcs Doc. 3962238-4

Together with all the improvements, now or hereafter erected on the property and all rents and all fixtures now or hereafter attached to the property, all of which, including the covenants and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declaration, assessments or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower and Lender covenant and agree as follows:

1. Borrower shall promptly pay when due the principal of and interest on any future advances evidenced by the Note, prepay, and late charges as provided in the Note and the principal of and interest on any future advances secured by this Mortgage.
2. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 hereof shall be applied by Lender first to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any future advances.
3. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, by making payment, when due, directly to the payee thereof.
4. Borrower shall keep the improvements now existing or hereafter erected in the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. The insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals subject to approval by Lender, as Lender may require. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals subject to approval by Lender, as Lender may require.
5. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.
6. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, involuntary, code enforcement, or arrangements or proceedings involving a bankruptcy or decedent, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.
7. Any amounts disbursed by Lender pursuant to this paragraph 6 with interest thereon, shall be repaid to Lender by Borrower, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.
8. Borrower shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 8 shall require Borrower to incur any expense or take any action hereunder.
9. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
10. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, unless otherwise agreed by Lender in writing the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.
11. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law of equity, and may be exercised concurrently, independently or successively.
12. The covenants and agreements herein contained shall bind and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower.

THIS MORTGAGE is made this 22nd day of February, 1990, between the

Mortgagor Georgia A. Dorsey, a spinster

(herein "Borrower"), and the Mortgagee, Permanal Finance Company, a corporation organized and existing under the laws of the State of DELAWARE, whose address is 191 West Joe Orr Road, Chicago Heights, IL 60411 (herein "Lender").

WHEREAS, BORROWER is indebted to Lender in the principal sum of Twenty seven thousand and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 22, 1990 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 22, 1990

To Secure to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, future advances, and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois

DWELLING: 14607 Kentucky Avenue, Harvey, Illinois  
 TAX IDENTIFICATION NUMBERS: 29-08-126-003, 29-08-126-004  
 Addition to Harvey, being a subdivision of the Southeast 1/4 of the South  
 east 1/4 of the Northwest 1/4 and that part lying South of Vincennes Road  
 of the Northeast 1/4, Section 8, Township 36 North, Range 14, East of the South  
 Third Principal Meridian, in Cook County, Illinois.

CORRECTIVE MORTGAGE TO CORRECT THE LEGAL DESCRIPTION OF THE MORTGAGE FILED AS DOCUMENT  
 NUMBER 38-627-38

3871004