

April 30

1990

between

Frank P Edgeworth and Denise M Edgeworth,

as recorded to the "Mortgages," and

FORM 4111

DOCUMENT NO.

1457595

STATUTORY FEDERAL TAX LIEN SEARCH

PRESENT PARTIES IN INTEREST:

Frank P. Edgeworth  
Denise M. Edgeworth

DATE OF SEARCH:

5-15-90

RESULT OF SEARCH:

None  
None

5-15-90

784351

INTENDED GRANTEES OR ASSIGNEES:

[Empty lines for intended grantees]

RESULT OF SEARCH:

[Empty lines for result of search]

IDENTIFIED No.  
Registrar of Torrens Titles  
CAROL MUSELEY BRAUN  
Bowsky

Property of Cook County Clerk's Office

5/1/90

UNOFFICIAL COPY

Chapman First  
9955 Sakamand Pl  
Culverton N.C. 27555

IN DUPLICATE

1. Mortgagors shall (1) protect the premises which may become damaged or be destroyed by fire, lightning, windstorm, explosion, riot, strike, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (2) pay when due and in full all taxes, assessments, sewer charges, and other charges against the premises when due; and shall, upon request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, sewer service charges, and other charges against the premises when due. and shall, upon request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors 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 the Mortgagee. Such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including renewals 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 date of expiration.

4. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or foreclosure affecting said premises or 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. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.

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, forfeiture, tax lien or title or claim thereof.

6. Mortgagors 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 Mortgagors, 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 three days in the performance of any other agreement of the Mortgagors herein contained.

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

- (A.) Mortgagors give Mortgagee notice of sale or transfer;
- (B.) Mortgagee agrees that the person qualifies 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 promises and agreements made in the note and in this Mortgage.

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

- (i) the creation of liens or other claims against the premises that are inferior to this Mortgage, such as other mortgages, materialman's liens, etc.;
- (ii) a transfer of rights in household appliances, to a person who provides the Mortgagors 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 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 attorneys' fees, appraiser's fee, 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 procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably 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) preparation 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 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 Mortgagors, 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 Mortgagors 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 Mortgagors, 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 thereof 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 Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" 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 "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

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IDENTIFIED  
No.  
Register of Foreign Titles  
CAROL MOSELEY BRAUN  
Bowsky

RESULT OF SEARCH:

INTENDED GRANTEEES OR ASSIGNEES:

Property of Cook County Clerk's Office

153488  
5-15-90

03-880730

5/11/90

RESULT OF SEARCH:

PRESENT PARTIES IN INTEREST:

STATUTORY FEDERAL TAX LIEN SEARCH

DATE OF SEARCH:

DOCUMENT NO.

1457595

5-15-90

Frank P. Edgeworth  
Dennis M. Edgeworth

NOTE IDENTIFIED

RECORDERS OFFICE BOX NO. 60559  
CITY AND STATE Westmont Ill 60559  
MAIL TO: ADDRESS PO BOX 265

DOCUMENT NUMBER

NAME Chrysler First Financial Services Corporation  
ADDRESS 5148 Green Tree  
Oak Forest Ill 60452

ADDRESS OF PROPERTY 5148 Green Tree  
Oak Forest Ill 60452

Notary Public CHARLES M. ROPE  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMM. EXP. AUG. 15, 1990

Given under my hand and official seal, this 30 day of May 19 90

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 they signed, sealed and delivered the said instrument as their free and voluntary act, for the use and purposes therein set forth, including the release and waiver of the right of homestead.

State of Illinois, County of Cook

Frank P. Edgeworth and Denise M. Edgeworth, his wife, in joint tenancy

Witness the hand and seal of me, Notary Public, on this 30th day of May, 1990.

WITNESS the hand and seal of me, Notary Public, on this 30th day of May, 1990.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the terms hereinafter described, to the Mortgagors, their heirs, successors and assigns, and their heirs, successors and assigns, and upon the

condition that the Mortgagors shall be considered as consenting to the recording of this instrument, and the recording of this instrument shall be a condition precedent to the recording of this instrument, and the recording of this instrument shall be a condition precedent to the recording of this instrument.

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MORTGAGE (Illinois)



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THE COVENANTS, CONDITIONS AND PROVISIONS HEREIN... 1. Mortgages shall... 2. Mortgages shall... 3. Mortgages shall... 4. In case of default... 5. The Mortgagee... 6. Mortgages shall... 7. If the Mortgagee... 8. When the Mortgagee... 9. The proceeds of any... 10. Upon or at any time... 11. The Mortgagee shall... 12. If the payment of... 13. Mortgagee shall... 14. This mortgage and...

IN DUPLICATE

Chick... 444 Oakmont Pk... 444 Oakmont Pk...