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REAL ESTATE MORTGAGE

2000-12-04 15:13:24

Cook County Recorder

25.50

00947829

After recording mail to:

Equity One, Inc. 1111 Plaza Drive, Suite 715 Schaumburg, IL 60173

THIS INDENTURE WITNESSET?, THAT William Robertson and Shara McClinton of SIIllo S. Kingston City of Chicago State of Illinois, Mortgagor(s) State of Illinois, Mortgagor(s) State of Illinois, Mortgagor(s) Shop-at-Home Builders of 3943 N. Pulaski, Chicago (Seeter) Address) to secure payment of that certain Home Improvement Retail installment Contract of even date herewith, in the amount of \$800 — payable to the order of and delivered to the Mortgagee, in and by which the Mortgagor promises to pay the contract and interest at the late and in installments as provided in said Contract with a final payment due on 10.11.05 —, the following described real estate, to wit:

See attached (SCHEDULE A)

PIN # 21-31-118-022

situated in the County of ______ in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein contained.

AND IT IS EXPRESSLY PROVIDED AND AGREED, That if all or any part of the property or an interest in the property is sold or transferred by Mortgagor without Mortgagee's prior written consent, Mortgagee, at Mortgagee's option, and in accordance with federal law, may require immediate payment in full of the entire amount due under the Mortgage and Home Improvement Retail Installment Contract. Mortgagee, at Mortgagee's option, may waive the right to declare the balance immediately due and may accept in writing an assumption agreement executed by the person to whom the Mortgagor is transferring or selling the interest in the property.

Page 1 of 2 Continued on page 2 IL-2003 SMITH ROTHCHILD FINANCIAL CORP. 221 N. LASALLE ST., SUITE 400 CHICAGO, ILLINOIS 60601 UNOFPICIAL COPY

IT IS FURTHER EXPRESSLY PROVIDED AND AGREED, That Mortgagor(s) shall pay all taxes, assessments, insurance premiums, and prior liens that such mortgaged property may be subject to. In case Mortgagor(s) shall fail to pay such expenses, Mortgagee, at its option, may pay them and all sums of money so expended shall be repayable by Mortgagor(s) and such expenditures(s) shall be secured by this Mortgage. If default be made in the payment of the said contract, or of any part thereof, or in the case of waste or non-payment of taxes, assessments or prior mortgages on said premises, or of a breach of any of the covenants or agreements herein contained, then in such case the whole of said sum, secured by the said contract in this mortgage mentioned, shall thereupon, at the option of the said mortgagee, his or its attorneys or assigns, and as provided by law, become due and payable, and this mortgage may be foreclosed to pay the same, and it shall be lawful for the said mortgagee, his or its attorneys or assigns, to enter into and upon the premises hereby granted, or any part thereof, and to receive and collect all rents, issues and profits thereof.

UPON THE FORECLOSURE AND SALE of said premises, there shall be first paid out of the proceeds of such sale all expenses of advertisement, selling and conveying said premises, and reasonable attorney's fees, to be included in the decree, and all moneys advanced for taxes, assessments and other liens; then there shall be paid the unpaid balance of said contract whether due and payable by the terms thereof or not.

THIS INSTRUMENT WAS PREPARED BY

"OFFICIAL SEAL"
MARVIN KAUFMAN
Notary Public, State of Illinois.
My Commission Expires Oct. 3, 2001

Address

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Schedule A

Legal Description: The South 18 feet of Lot 5 and Lot 6 in Block 2 in the Subdivision of Lot 3 1 to 10 inclusive, in Charles Ringer's Southshore addition, being a Subdivision of the East half of the Southwest quarter of the Nort west quarter of Section 31, Township 38 North, Range 15 East of the Third Principal Meridian (except the South 33 feet thereof tak in for widening East 83rd St) in Cook County, Illinois.

Property of Cook County Clark's Office Permanent Index Number(s): 21-31-118-022