REAL ESTATE MORTGAGE AND ASSIGNMENT OF REAL ESTATE MORTGAGE

(Illinois Indirect-Not For Purchase Money)

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8622/0006 52 001 Page 1 of 4
2001-01-19 08:26:20
Cook County Recorder 27.50

0010048309

MORTGAGE DATE

7 - 15 - 00
MO. DAY YEAR

The above space is for the recorder's use only

THIS INDENTURE MADE ON THE DATE NOTED ABOVE, BY AND BETWEEN THE PARTIES LISTED BELOW.

MORTGAGOR(S)		MORTGAGEE	
NAME(S) David Martinez Shirley C. Martinez, His Wife, As Tenants By The Entirety		NAME(S) Georges Garages & Doors	
ADDRESS 10855 Avenue E		ADDRESS 4921 W. 95th St.	
CITY Chicago		CITY Oak Lawn	
COUNTY Cook	STATE Illinois	COUNTY Cook	STATE Illinois

WITNESSETH:

That whereas, the Mortgagor(s) are justly indebted to the Mortgagee upon the Retail Installment Contract of even date, in the sum of Ten Thousand Eight Hundred Nineteen and no/100 ---------- dollars ($ 10,819.00 ----), payable to the order of and delivered to the Mortgagee, in and by which contract the Mortgagor(s) promise to pay the said sum as follows:
In 96 installments of $ 173.12 beginning 30 days after completion date as indicated on the completion certificate and continuing on the same day of each successive month thereafter until paid in full, and all of said indebtedness is made payable at such place as the holders of the Retail Installment Contract may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of Bank Calumet, National Association, 5231 Hohman Avenue, Hammond, Indiana 46320.

Now, therefore, the Mortgagor(s) in consideration of the concurrent extension of credit, and in order to secure the prompt payment of said Retail Installment Contract, and to better insure the punctual and faithful performance of all and singular the covenants and agreements herein undertaken to be performed by the Mortgagor(s), do(es) hereby **MORTGAGE** and **WARRANT** unto the Mortgagee, its successors and assigns, all and singular the real estate situate, lying and being in the County of Cook, State of Illinois, hereby releasing and waiving all rights and benefits 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, said real estate known and described as follows, to-wit:

PROPERTY DESCRIPTION

The N 5.00 Ft. of Lot 8 and Loat 9 in Marian's Subdivision, being a Subdivision of part of the N 1/2 of Section 17, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

PIN. # 26-17-219-040-0000

Commonly known as 10855 Avenue E., Chicago, IL. 60617

together with all and singular the tenements, hereditaments, privileges and appurtenances thereunto belonging or in any wise appertaining, and the rents, issues, and profits thereof, and all buildings and improvements thereon, or that may hereafter be placed thereon; also all the fixtures of every kind and nature necessary or proper for the use and maintenance of said real estate and premises that are now or may hereafter be placed thereon; and, also the right, title, interest and estate of the Mortgagor(s) in and to said premises, hereby releasing and waiving all rights under and by virtue of any and all valuation and appraisement laws of the State of Illinois, and all right to retain possession of said premises after any default in payment of the indebtedness hereby secured, or in any part thereof, or breach of any of the covenants or agreements herein contained.

MOREOVER, the Mortgagor(s) expressly covenant(s) and agree(s) with the Mortgagee as follows, to-wit:

To keep the mortgaged property, including the buildings and improvements thereon, fully insured at all times against all hazards with an insurance company authorized to do business in the State of Illinois, acceptable to the Mortgagee, which policy shall contain a loss-payable clause in favor of the Mortgagee as its interest may appear, and if the Mortgagor(s) fail to do so, they hereby authorize Mortgagee to insure or renew insurance on said property in a sum not exceeding the amount of indebtedness of the Mortgagor(s) for a period not exceeding the term of such indebtedness and to charge Mortgagor(s) with the premium thereon, or to add such premium to the indebtedness of the Mortgagor(s), and provided, however, that it shall not be obligatory upon the Mortgagee to advance funds for this purpose.

If Mortgagee elects to waive such insurance, Mortgagor(s) agree to be fully responsible for damage or loss resulting from any cause whatsoever, Mortgagor(s) agree that any sums advanced or expended by Mortgagee for the protection or preservation of the property shall be repaid upon demand and if not so paid shall be secured hereby. Mortgagor(s) further agree: to pay all taxes, assessments, bills for repairs and any other expenses incident to the ownership of the mortgaged property when due in order that no lien superior to that of this mortgage and not now existing may be created against the property during the term of this mortgage, and to pay, when due, all installments of interest and principal on account of any indebtedness which may be secured by a lien superior to the lien of this mortgage and existing on the date hereof, provided that if Mortgagor(s) fail to make any of the foregoing payments, the Mortgagee, at its discretion, may pay the same on behalf of the Mortgagor(s) and may charge Mortgagor(s) with the amount so paid, adding the same to the indebtedness of the Mortgagor(s), which is secured hereby, and provided, however, that it shall not be obligatory upon the Mortgagee to advance funds for any of the purposes aforesaid, or to inquire into the validity of such taxes, assessments or special assessments or into the necessity of such repairs, to exercise due diligence in the operation, management and occupation of the mortgaged property and improvements thereon, and not to commit or allow waste on the mortgaged premises, and to keep the mortgaged property in its present condition and repair, normal and ordinary depreciation excepted.

If default be made in the terms or conditions of the debt or debts hereby secured or of any of the terms of this mortgage, or in the payment of any installments when due, or if the Mortgagor(s) shall become bankrupt or insolvent, or make an assignment for the benefit of creditors, or have a receiver appointed, or should the mortgaged property or any part thereof be attached, levied upon or seized, or if any of the representations, warranties or statements of Mortgagor(s) herein contained be incorrect or if the Mortgagor(s) shall abandon the mortgaged property, or sell or attempt to sell all or any part of the same, then the

whole amount hereby secured shall, at the Mortgagee's option, become immediately due and payable, without notice or demand, and shall be collectible in a suit at law or by foreclosure of this mortgage. In any case, regardless of such enforcement, Mortgagee shall be entitled to the immediate possession of the mortgaged property with the rents, issues, income and profits therefrom, with or without foreclosure or other proceedings. Mortgagor(s) shall pay all costs, including reasonable attorney's fees, expenses of receivership and any additional expenses which may be incurred or paid by Mortgagee in connection with any suit or proceeding to which it may be a party by reason of the execution or existence of this mortgage and in the event of foreclosure of this mortgage, Mortgagor(s) will pay to Mortgagee, in addition to taxable costs, a reasonable fee for the search made and preparation for such foreclosure, together with all other and further expenses of foreclosure and sale, including expenses, fees and payments made to prevent or remove the imposition of liens or claims against the property and expenses of upkeep and repair made in order to place the same in a condition to be sold.

No failure on the part of the Mortgagee to exercise any of its rights hereunder for defaults or breaches of covenant shall be construed to prejudice its rights in the event of any other or subsequent defaults or breaches of covenant, and no delay on the part of the Mortgagee in exercising any of such rights shall be construed to preclude it from the exercise thereof at any time during the continuance of any such default or breach of covenant, and Mortgagee may enforce any one or more remedies hereunder successively or concurrently at its option.

All rights and obligations hereunder shall extend to and be binding upon the several heirs, successors, executors, administrators and assigns of the parties hereto.

STATE OF Illinois
COUNTY OF Cook } SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 15th day of July 20 00 personally appeared David & Shirley Martinez and acknowledged the execution of the above and foregoing mortgage.

Witness my Signature and Seal

Nancy A. George
Notary Public

My Commission Expires

Nancy A George
Printed Name

"OFFICIAL SEAL"
NANCY A. GEORGE
Notary Public, State of Illinois
My Commission Expires 11/7/2003

IN WITNESS WHEREOF, said Mortgagor(s) hereunto set hand and seal the day and year first above written

David Martinez
Mortgagor (Seal)

Printed Name Shirley C. Martinez

David Martinez
Mortgagor (Seal)

Printed Name

Shirley Martinez
Mortgagor (Seal)

Printed Name

Mortgagor (Seal)

Printed Name

THIS INSTRUMENT PREPARED BY: Diane H. Sobota, Vice President

To: Bank Calumet, N. A.
5231 Hohman avenue
Hammond, IN 46320

total amount thereby secured shall at the Mortgagee's option, become immediately due and payable without notice, demand, and shall be collectible in a suit at law or by foreclosure of this mortgage. In any case, regardless of such enforcement, Mortgagee shall be entitled to the immediate possession of the mortgaged property with the rents, issues, income and profits thereofrom, with or without foreclosure or other proceedings. Mortgagor(s) shall pay all costs, including reasonable attorney's fees, expenses of receivership and any additional expenses which may be incurred or paid by Mortgagee in connection with any suit or proceeding to which it may be a party by reason of the execution or existence of this mortgage, or in the event of foreclosure of this mortgage. Mortgagor(s) will pay to Mortgagee, in addition to taxable costs, a reasonable fee for the search made and preparation for such foreclosure, together with all other and further expenses or items and costs including expenses, fees and payments made to prevent or remove the lien of or claims against the property, and expenses of upkeep and repair made in order to place the same in condition to be sold.

No failure on the part of the Mortgagee to exercise any of its rights hereunder for defaults or breaches of covenant shall be construed to prejudice its rights in the event of any other or subsequent defaults or breaches of covenant, nor to delay on the part of the Mortgagee in exercising any of such rights shall be construed to preclude it from the exercise thereof at any time during the continuance of any such default or breach of covenant, and Mortgagee may enforce any or more remedies successively or concurrently at its option.

All rights and obligations hereunder shall extend to and be binding upon the several heirs, successors, legal administrators and assigns of the parties hereto.

In witness whereof, the undersigned has set his hand and seal the day and year first above written.

(Seal)

Mortgagor

(Seal)

Mortgagor

(Seal)

Witness

(Seal)

Witness

(Seal)

Witness

STATE OF Illinois
COUNTY OF Cook ss:

Before me, the undersigned, a Notary Public in and for said County and State, on this 15th day of July, 20 20, personally appeared Mortgagor and Mortgagee and acknowledged the execution of the above and foregoing mortgage.

Witness my hand and Seal.

My commission Expires

Notary Public

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the UNDERSIGNED, Georges Garages & Doors AN Illinois corporation, does hereby sell, assign, transfer and set over and deliver to **BANK CALUMET, NATIONAL ASSOCIATION** a United States Corporation, its successors and assigns, a certain mortgage made, executed and delivered by David Martinez and Shirley C. Martinez, His Wife, As Tenants By The Entirety to Georges Garages & Doors as mortgagee, under date of July 15, 2000, upon the following real estate, to wit:

The N 5.00 Ft. of Lot 8 and Lot 9 in Marian's Subdivision, being a Subdivision of Part of the n 1/2 of Section 17, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

PIN. #26-17-219-040-0000

COMMONLY KNOWN AS: 10855 Avenue E., Chicago, IL. 60617

which mortgage or trust deed was filed for record in the **OFFICE OF THE** Recprder **OF** Cook County, Illinois, as Document No. _____ on _____ or is filed herewith, and which assignor herewith warrants to assignee that said Mortgage is Free & Clear of any and all claims, pledges, apothecations and encumbrances.

IN WITNESS WHEREOF, THE SAID Georges Garages & Doors has caused its corporate seal to be hereto affixed and has caused its name to be signed by its President and attested to by its Secretary, the 7th day of December 20 00.

Gerald W. George Pres.
Gerald W. George

Nancy A. George Sec.
Nancy A. George

STATE OF Illinois
COUNTY OF Cook } **SS:**

Before me, a Notary Public, in and for said County and State, this 7th day of Dec. 20 00 personally appeared the above named Gerald W George as Pres and Nancy A George as Vice-Pres, of Georges Garages & Doors Inc. to me well known, and acknowledged the above and foregoing assignment.

WITNESS my hand and notarial seal this 7th day of Dec. 20 00.

Shirley Putnam
Notary Public

Shirley Putnam
Printed Name

My Commission Expires:

"OFFICIAL SEAL"
SHIRLEY PUTNAM
Notary Public, State of Illinois
My Commission Expires 7/19/2003

DELIVER
BANK CALUMET, NATIONAL ASSOCIATION
P.O. BOX 69
HAMMOND, IN 46325
PERSONAL LOAN DEPT.

THIS INSTRUMENT PREPARED BY: Diane H. Sobota, Vice President