

UNOFFICIAL COPY

REAL ESTATE MORTGAGE AND ASSIGNMENT OF REAL ESTATE MORTGAGE

(Illinois Indirect-
Not For Purchase Money)

0010048310

8622/0007 52 001 Page 1 of 4
2001-01-19 08:28:44
Cook County Recorder 27.50



MORTGAGE DATE

8 - 21 - 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)		NAME(S)	
Annie Mae White Alberteen Brown, in Joint Tenancy		Georges Garages & Doors	
ADDRESS		ADDRESS	
122 S. Mason		4921 W. 95th St.	
CITY		CITY	
Chicago		Oak Lawn	
COUNTY	STATE	COUNTY	STATE
Cook	Illinois	Cook	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 Eight Thousand Five Hundred Ninety Four and no/100 ----- dollars (\$8,594.00 -----), 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 60 installments of \$ 186.86 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:

[Handwritten signatures and initials]

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0010048310

SECTION 17-101-1005
S001-01-18-08-28-14
Cook County, Illinois

LEGAL INSTRUMENT
AND ASSIGNMENT OF
REAL ESTATE MORTGAGE

Address: Address
and the Parties: Party

MORTGAGE DATE

00 - 18 - 8

Property of Cook County Clerk's Office

THIS INSTRUMENT MADE ON THE DATE NOTED ABOVE BY AND BETWEEN THE PARTIES LISTED BELOW

MORTGAGEE(S)	MORTGAGOR(S)

WITNESSETH

That witness the Mortgagee(s) and the Mortgagor(s) are hereby indebted to the Mortgagee(s) for the amount of the money advanced by the Mortgagee(s) to the Mortgagor(s) in and to the mortgage herein recorded in the Public Record of Cook County, Illinois, to wit: \$_____ Dollars and no other money or value, to be repaid to the Mortgagee(s) by the Mortgagor(s) on or before the date hereinafter specified, and the interest thereon to be paid to the Mortgagee(s) as follows:

The interest on the principal amount of the money advanced by the Mortgagee(s) to the Mortgagor(s) shall be computed at the rate of _____ percent per annum, beginning on the date of the completion of the advance and continuing on the same day of each successive month thereafter until paid in full, and all of said interest shall be payable at such places as the holders of the Real Estate Instrument Contract may, from time to time, in writing appoint, and in the absence of such appointment then at the office of Bank of America National Association, 2331 Hopkins Avenue, Skokie, Illinois 60076.

Now, therefore, the Mortgagee(s) in consideration of the concurrent extension of credit and in order to secure the prompt payment of said Real Estate Instrument Contract, and to better insure the payment and full performance of all and singular the covenants and stipulations herein contained, to be performed by the Mortgagor(s) hereunder, hereby (MORTGAGEE) and WARRANT unto the Mortgagee(s) as successors and assigns, all and singular the real estate situated and being in the County of _____ State of Illinois, hereby releasing and conveying all rights and claims under and by virtue of the Homestead Exemption Laws of the State of Illinois, and the 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

Lots 48 and 49 in Block 6 in Knisely's Addition to Chicago, said Addition being a Subdivision of that part of the North East 1/4 of Section 17, Township 39 North, Range 13, East of the Third Principal Meridian, lying North of the South 108 Acres Threeof, in Cook County, Illinois.

PIN. #16-17-200-032-0000

Commonly known as 122 S. Mason, Chicago, IL. 60644

together with all and singular the covenants, 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 appraisal 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 his 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

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Property of Cook County Office

The undersigned, being duly sworn, depose and say that the within and foregoing is a true and correct copy of the original as the same appears from the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears from the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears from the records of the County of Cook, Illinois.

I, the undersigned, being duly sworn, depose and say that the within and foregoing is a true and correct copy of the original as the same appears from the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears from the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears from the records of the County of Cook, Illinois.

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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.

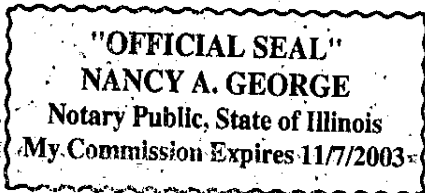
All rights and obligations hereunder shall extend to and be binding upon the several heirs, successors, executors, administrators and assigns of the parties hereto.

STATE OF Illinois)
COUNTY OF Cook) SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 21st day of August 20 00 personally appeared Anna Mae White & Alberteen Brown and acknowledged the execution of the above and foregoing mortgage.

Witness my Signature and Seal

Nancy A. George My Commission Expires
Notary Public
Nancy A. George
Printed Name



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

Annie Mae White (Seal)
Mortgagor: Annie Mae White

Alberteen Brown
Printed Name: Alberteen Brown

Mortgagor (Seal)

Printed Name

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

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Where a mortgagor has mortgaged real estate to a mortgagee and the mortgagee has advanced the mortgage money to the mortgagor, the mortgagee shall be deemed to have advanced the mortgage money to the mortgagor and shall be deemed to have advanced the mortgage money to the mortgagor and shall be deemed to have advanced the mortgage money to the mortgagor...

And the mortgagor shall be deemed to have advanced the mortgage money to the mortgagee and shall be deemed to have advanced the mortgage money to the mortgagee and shall be deemed to have advanced the mortgage money to the mortgagee...

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 20__.

[Signature]

[Signature]

STATE OF ILLINOIS
COUNTY OF COOK

BEFORE ME, the undersigned authority, on this _____ day of _____, 20__, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Signature]

Notary Public in and for the State of Illinois

[Signature]

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 Annie Mae White and Alberteen Brown, in Joint Tenancy to Georges Garages & Doors as mortgagee; under date of August 21, 2000 upon the following real estate, to wit:

Lots 48 and 49 in Block 6 in Knisely's Addition to Chicago, said Addition being a Subdivision of that part of the North East 1/4 of Section 17, Township 39 North, Range 13, East of the Third Principal Meridian, lying North of the South 108 Acres thereof in Cook County, Illinois. PIN. # 16-17-200-032-0000

COMMONLY KNOWN AS: 122 S. Mason, Chicago, IL. 60644 which mortgage or trust deed was filed for record in the OFFICE OF THE Recorder 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, annotations 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 29th day of November 2000

Gerald W. George Pres.
Nancy A. George Sec.
Nancy A. George

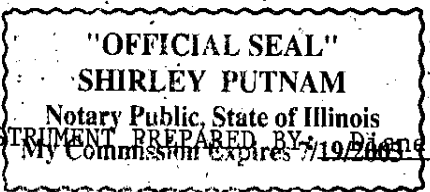
STATE OF Illinois }
COUNTY OF Cook } SS:

Before me, a Notary Public, in and for said County and State, this 29th day of Nov 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 29th day of Nov 20 00

D
E
L
I
V
E
R
BANK CALUMET, NATIONAL ASSOCIATION
P.O. BOX 69
HAMMOND, IN 46325
PERSONAL LOAN DEPT.

Shirley Putnam
Notary Public
Shirley Putnam
Printed Name
My Commission Expires:



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

012800100

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FOR THE REASONING AND UNDERSTANDING

... Commission does hereby, with full power and authority, and subject to the provisions of the Constitution of the United States, Commission in such cases and assigns a certain number of ...

Property of Clark County Clerk's Office

Handwritten signature
Handwritten signature

CLARK COUNTY OF NEVADA

... in and for said County and State, this ...

... and Nevada as Vice-President ...

... this ...

Handwritten signature

Handwritten signature

MARK ALBERT NATIONAL ASSOCIATION
P.O. BOX 13
HALL COUNTY, NEVADA
PERMIT NO. 100

...
...
...