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REAL ESTATE MORTGAGE AND ASSIGNMENT OF REAL ESTATE MORTGAGE

(Illinois Indirect- Not For Purchase Money)

MORTGAGE DATE

3 - 24 - 01
MO DAY YEAR



0010773177

7135/0048 52 001 Page 1 of 3
2001-08-22 10:16:14
Cook County Recorder 25.50

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.

Table with 4 columns: MORTGAGOR(S) NAME(S), MORTGAGOR(S) ADDRESS, MORTGAGOR(S) CITY, MORTGAGOR(S) COUNTY STATE; MORTGAGEE NAME(S), MORTGAGEE ADDRESS, MORTGAGEE CITY, MORTGAGEE COUNTY STATE.

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 One Hundred Nine and no/100 dollars (\$ 8,109.00), 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 \$ 170.66 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 initials: SJ, PL, MY, NH

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AT RETURN

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AT RETURN

SS:80-01 SS-80-1000
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ATTENTION

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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.

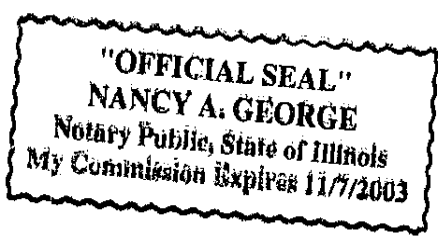
STATE OF Illinois
COUNTY OF Cook } SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 24th day of March 2001 personally appeared Richard & Karen Czachor

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

[Signature] (Seal)
Mortgagor Richard P. Czachor

[Signature]
Printed Name Karen M. Czachor

Mortgagor (Seal)

Printed Name

Mortgagor (Seal)

Printed Name

Mortgagor (Seal)

Printed Name

THIS INSTRUMENT PREPARED BY: Douglas C. Clapp, Pers. Ln. Officer

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

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