UNOFFICIAL CO17001153 001 Page 1 of 7 2000-02-23 11:45:50

Cook County Recorder

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**MORTGAGE (ILLINOIS)** 

Above Space for Recorder's Use Only

This indenture, made

.1999, between

Gloria Evans

&, Malvin Evans, & 11elva D. Evans, as Joint Tenants

6134 S. May, Chicago, II 50621,

herein referred to as "Mortgagors" and Alpha Construction & Development Co,

2320 W. Lawrence Ave, Suite 200, Chicago, IL 60625

herein referred to as "Mortgagee", vity esoth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee pursuant to a Retail Installment Contract of even date herewith, in the Amount Financed of Seven Thousand Eighty-Four Dollars (\$7084.00), payable to the order of & Celivered to the Mortgagee, in and by which contract the Mortgagors promise to pay the said Amount Financed together with a Finance Charge on the principal balance of the Amount Financed at the Annual Percentage Rate of 16.105% in accordance with the terms of the Retail Installment Contract from time to time unpaid in 84 monthly installments of \$ 140.63 each, beginning 30 days after completion, 1999 & on the same day of each month the centre with a final installment of \$140.63, together with interest after maturity at the Annual Percentage Rate of 16.105% as stated in the contract, & all of said indebtedness is made payable at such places as the holders of the contract may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of the holder at Alpha Construction & Development Co, 2320 W. Lawrence Ave, Suite 206, Chicago, IL 66325.

NOW, THEREFORE, the Mortgagors, to secure the payment of the said sum in accordance with the terms, provisions and limitations of that Retail Installment Contract & this Mortgage and the performance of the covenants & agreements herein contained, by the Mortgagors to be performed, do of these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors & assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the city of Chicago, County of Cook and State of Illinois, to with:

See schedule "A" attached hereto and made a part hereof

Permanent Real Estate Index Number: 20-17-416-033 Address of Premises: 6134 S. May Chicago, IL 60621

which, with the property hereinafter described, is referred to herein as the "premises".

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus,

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Page 1of 4

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equipment or articles now or hereafter therein and thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

### MORTGAGOR AND MORTGAGEE COVENANT AND AGREE AS FOLLOWS:

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- 1. Moregagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof and upon replies exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee or to holder of the contract; (4) cor ip'ete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use there of; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagor shall pay before any penalty attaches all general taxes and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Mortgagee or to holders of the contract 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 and hereafter situated on said premises insured against loss or damage by fire, lightning and windstorn runder 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 norders of the contract, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies including additional and renewal policies to holder of the contract and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case of default therein, Mortgagee or the holder of the contract 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 on title or claim thereof, or redeem from any tax sale or forfeiture, affecting said premises or contest any tax or assessment. All moneys paid for any of these purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee or the holders of the contract 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. Inaction of Mortgagee or holders of the contract shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.
- 5. The Mortgagee or the holder of the contract hereby secured making any payment hereby authorized relating to taxes and 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.

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Page 2of 4

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- 6. Mortgagors shall pay each item of indebtedness herein mentioned, when due according to the terms hereof. At the option of the holder of the contract, and without notice to the Mortgagors, all unpaid indebtedness secured by the Mortgage shall notwithstanding anything in the contract or in this Mortgage to the contrary, become due and payable (a) in the case of default in making payment of any installment on the contract which default shall continue for 30 days, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. 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 or holder of the contract for attorneys' fees, appraiser's fees, 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, guarantee policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee or holzer of the contract may deem to be reasonable necessary either to prosecute such suit or to evidence to biddors 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 indebted less secured hereby and immediately due and payable, when paid or incurred by Mortgagee or holder of the contract in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness nereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such light to foreclose whether or not actually commenced or (c) preparations for the defense of any threatened suit or proce-can'g which might affect the premises or the security hereof whether or not actually commenced.
- 8. 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 & expenses incident to the foreclose 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, if any, remaining unpaid on the contract, fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 9. Upon, or at any time after the filing of a bill to foreclose this mortgage the court in which such bill 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 hereunder 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 foreclosures it 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, should 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, possesion, 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 of 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.
- 10. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the contract hereby secured.
- 11. Mortgagee or the holder of the contract shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 12. If Mortgagors shall sell, assign or transfer any right, title or interest in said premises, or any portion thereof, without the written consent of the holder of the contract secured hereby, holder shall have the right, at holder's option, to declare all unpaid indebtedness secured by this mortgage to be immediately due and payable, anything in said contract or this mortgage to the contrary notwithstanding.

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Page 3of 4

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## **UNOFFICIAL COPY**

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WITNESS the	hand and seal of Mortgagors the day and YEAR first above written.					
Gloria Evans	a floare					
Melin E	Malvin Evans  Melva D. Evans					
	ned, a Notary Public in and for said County in the State aforesaid, Do Hereby Certify that					
as Joint Tenants personally know before me this of	Evans Melva D. Evans, so whose names subscribed to the foregoing instrument, appeared day in person, and acknowledged that they signed, sealed and delivered the said instrument as free act, for the uses and purposes therein set forth, including the release and waiver of the right of					
Given under my Commission ex	y hand and official seal, thisday of, 1999.					
Plann Notary Public	"OFFICIAL SEAL" PRAVINA V. ULLAL Notary Public, State of Illinois My Commission Exp. 08/10/2002					
Assignment  For valuable consideration, Mortgagee hereby sells, assigns and transfers of the within mutgage to:						
Date :	Mortgagee: alpho Commuter + Denseywort, In					
	ss: 6134 S. May Chicago, IL 60621  It was prepared by: Alpha Construction & Development Co 2320 W. Lawrence Ave, Suite 206 Chicago, IL 60625					
Mail :	Smith-Rothchild Financial Co. 221 N. LaSalle Street, Suite 400 Chicago, IL 60601 Page 4of 4					

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### Schedule A

Legal Description: Lot 15 in Graham Carley's Subdivision of the North 5 Acres of the West half of the West half of the Southwest quarter of the Southeast quarter of Section 17, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Property of Cook County Clark's Office

Permanent Index Number(s):

20-17-416-033\_

#### SMITH-ROTHCHILD FINANCIA TAN INSTAL 221 N. LaSalle Street -[Home Improvement]

SIMPLE INTEREST

(ASSIGNEE)

NON-TITLE I CONTRACT ONLY

AMOUNT OF LOAN 7,084.00

ACCOUNT NUMBER

Buyer (& Co-Buyer) - Name and Residence Address (Include: County, Zip Code, Phone & Social Security No.) Gloria Evans

6134 S. May

(773) 471-0570 318-22-7263

Seller and Creditor, Corporate, Firm, or Trade Name & **Business Address** 

Alpha Construction 4765 N. Lincoln, ste. 205, Chicago, IL 60625

The undersigned Contractor (hereinafter referred to as Seller) agrees to sell and the undersigned Buyer (which means Buyer and all Co-Buyers who sign below, jointly and severally) agrees to buy the following goods and services, which are to be furnished or used in the modernization, rehabilitation repair, alteration or improvement of the real property located at Buyer's address given above or at

6134 S. May, Chicago, IL 60621 [Job Address] [City]

[County]

(State)

Description of New Goods and Services:

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and/or as contained in proposal

	TR	_			
Your payment scho	FINANCE CHARGE The dollar amou the credit will co.	provided to you or on your behalf.  \$7,059.00	Total of Payments The amount you will have paid after you have made all payments as scheduled. \$11,812.92	Total Sale Price The total cost of your purchase on credit, including your down payment of \$0.00 \$11,812.92	Itemization of the Amount Financed:  \$ 6,960.00 Cash Price \$ 0.00 Less cash down payment  \$ 0.00 On Date of Contract
84	140.u3		Monthly beginning 30 c completion of Seller's perform the same day of each following	days after substantial mance and continuing on	Material
	and credit disability in: led unless you sign ar	\$			
Type Credit Life	\$ N/A	Signature  I/we want credit life insurance	Signatur	<u> </u>	Amounts paid on your account  \$ 6,960.00 Credit sale balance  \$ 0.00 Prior balance to seller
Credit Disability	\$ N/A	I want credit disability insurance	Signaturi	0	Amounts paid to others on your behalf  \$ 0.00 Pay-off prior loan  To
Credit Life and Disability	\$ N/A	I want credit life and disability insurance	Six or		\$ 59.00 Public officials \$ 0.00 Insurance companies
trom term of N/A Security: You are of The goods or prope in the possession of this loan. Trust Deed or Montgi if this box is ch	months. giving a security intenty being purchased the Holder, on depage on real property necked, a Trust Dea	erest in: 6134 S. May, ( d. A right of set-off agains losit, or otherwise. Collater at above Residence Addre	. If y you will pay \$ N, Chicago, IL 60621 It any moneys, credits or of raf securing other loans with the set of Buyer; or bb Address; or	n us may also secure	\$
Late Charge: If any payments of \$200.00 Prepayment: If you See your contract te required repayment in *Estimate	y payment is more or less, pay off early, you virms on face and refull before the sche	than 10 days late you will will not have to pay a penalt everse side for any addition aduled date, prepayment ref		lyment, or \$10.00 on ayment, default, any	Office

Amount Financed from time to time unpaid at the rate of r with a Finance Charge on the principal balance of the 15,9800% per annum from the date until maturity in 84

each and a final installment of \$ , beginning 30 days after completion date as indicated on the Completion Certificate and continuing on the installments of \$140.63 each and a final installment of \$ 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. Guarantor, if any, guarantees the collection of the "Total of Payments" and any other indebtedness due hereon upon the failure of Seller to collect the above amount from the Buyer named herein. Finance Charge begins to accrue on the date of Certificate. Due date of the first installment is \$2 - 8 begins to accrue on the date of the first installment is \$2 - 8 begins to accrue on the date of the first installment is \$2 - 8 begins to accrue on the date of the first installment in Seller's counterpart of this contract after Buyer signs the Completion remainder applied to the unpaid balance of the principal. The amount of the final installment will be adjusted to reflect any accrued and unpaid interest resulting from early or late payment of any installments. After maturity of the final installment, interest shall accrue at a rate of

paid. Interest shall be computed on a basis of a 365 day year and charged for the actual number of days elapsed. If Buyer shall default in the payment of any installment of the Total of Payments when due, or in the event of bankruptcy of Buyer, or the theft, substantial damage to, sale, encumbrance, removal, attachment, forfeiture or levy upon the goods, which event of default shall continue for at least 30 days, or if Buyer shall abandon or destroy the goods, or if holder has reasonable cause to believe that Buyer is about to leave the State, holder may declare all installments of the Total of Payments immediately due

LATE CHARGE: Buyer Agrees to promptly pay to the legal Holder hereof a delinquency charge on each installment that is 10 days past its due date, equal to

SECURITY INTERESTS: Seller retains and shall have a purchase-money security interest in the above-described goods, together with all accessories, parts and equipment attached thereto and all accessions, until the Total of Payments and all other indebtedness of Buyer hereunder are paid in full. Buyer grants Holder the right of set-off or lien on any deposit or sums now or hereafter owed by Holder to Buyer. Seller acquires a mechanics' lien for services, material and labor furnished to repair, build upon, improve, alter or ornament Buyer's real property

DEFAULT CHARGES: Buyer agrees to pay reasonable attorneys' fees incurred by Seller in the collection or enforcement of this contract and agrees to

REBATE FOR PREPAYMENT: Buyer may prepay this contract in full at any time before maturity of the final installment without penalty or premium. If insurance premiums were prepaid, as shown above. Buyer will receive a refund from the selling agent on the basis of the "Rule of 78ths."

NOTICE OF PROPOSED GROUP CREDIT LIFE INCORPATOR If a charge is made above for one fit lit-incurrence written under a Group Cr dit rance a entransminute is to be poor red by assigned the intersigned takes notice that decreasing term a constraint Policy is to be parchased on mentife of the Buyer(s) whose signature(s) appear above, subject to acceptance by the insurer and insurance of a certificate by

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[Insurer]

[Home Office Address]

The amount of premium is shown above. The term of insurance will commence on the date of this contract and expire on the originally scheduled maturity date of the indebtedness. The initial amount of insurance will be equal to the initial indebtedness and will decrease as any payment is made on the indebtedness in an amount computed by multiplying the amount of the payment by the ratio of initial insurance over the initial indebtedness. The proceeds of any insurance paid will be applied to reduce or extinguish the indebtedness. If insurance is terminated prior to the scheduled maturity date of the indebtedness, any premium refund will be paid or credited promptly to the person entitled thereto. Refund formula is on file with the Director of Insurance and with creditor. All of the foregoing is subject to the provisions of the certificate of insurance to be issued.

NOTICE: Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor

NOTICE TO THE BUYER: 1. Do not sign this agreement before you read it or if it contains any blank spaces. 2. You are entitled to an exact copy of the agreement you sign. 3. Under the law you have the right, among others, to pay in advance the full amount due and to obtain under certain conditions a partial refund of the Finance Charge.

Buyer acknowledges receipt of a fully completed copy of this contract executed by both Seller and Buyer. Guarantor, if any, acknowledges receipt of completed copies of this contract and of the Explanation of Guarantors' Obligation. RETAIL INSTALLMENT CONTRACT

Executed this

day of

I hereby guarantee the collection of the above described amount upon failure of the Seller named herein to collect said amount from the Buyer named herein.

#### ADDITIONAL TERMS AND PROVISIONS

The original Seller may assign this Contract and his A signer shall acquire all of his interest in this Contract and the Property and shall be entitled to all the rights and privileges of Seller hereunder. Buyer shall not ransfer or otherwise dispose of any interest in this Contract or the property.

Buyer agrees that all salvage removed from the premises shall be the sole property of the Seller and no compensation of any kind shall be paid to Buyer.

Buyer shall not sell, lease, enumber or place said goods in am, other person's possession or remove them from the Buyer's address stated herein without written consent of the holder of this contract.

Buyer will keep the Collateral free from any adverse lien, security interest of encumbrance and in good order and repair and will not waste or destroy the Collateral or any part thereof. Buyer will not use the Collateral in violation of any statute or ordinance or any policy of insurance thereon and the Seller may inspect such Collateral at any reasonable time or times wherever located.

Buyer will pay promptly when due all taxes and assessments upon the Collateral or 'or 's 'se or operation.

Upon the request of Holder, each Buyer and Co-Buyer (a) shall execute and deliver to the order of Holder a certificate of completion or satisfaction in form and Upon the request of Holder, each Buyer and Co-buyer (a) shall execute and deliver to the deriver a continuous a certificate or completion or satisfaction in form and content satisfactory to Holder. In the event that said certificate of completion is not executed by Buyer, in accordance with the terms hereof, when requested, the whole amount of the cost hereby fixed remaining unpaid shall immediately become our and payable; (b) shall take out, pay for and keep in effect, insurance against risk, in such amounts, for such terms, with such insurance carrier and with study has payable clause as will be satisfactory to Holder, and furnish Holder with satisfactory evidence of such insurance. Proceeds of any insurance not in Lacess of the then unpaid Total of Payments, whether paid by reason of loss, injury, return premium or otherwise, shall be applied towards the payment of this obligation.

The Holder reserves title to said goods now located on or distributed throughout the premises hereir, improved and shall have a purchase money security interest therein under the Illinois Commercial Code until the Total of Payments and all other amounts due from Pury in reunder are paid in full.

### "THE LAW REQUIRES THAT THE CONTRACTOR SHALL SUBMIT A SWORN STATEMENT OF PERSONS FURNISHING MATERIALS AND LABOR BEFORE ANY PAYMENTS ARE REQUIRED TO BE MADE TO THE CONTRACTOR.

The Seller agrees to carry Worker's Compensation and Public Liability Insurance, also to pay all Sales Taxes, Ctc Aje Benefit and Unemployment Compensation Taxes upon the material and labor furnished under this Contract, as may be required by Federal or State ....s. Selfer will do all said work in a neat and workmanlike manner. In the event, the Buyer shall request Selfer to do any additional work or supply materials or if advisional work and materials are required to make or complete installation beyond that contract herein, the price for such additional labor and materials shall be Selle's current price therefor and Buyer agrees to pay for same.

Buyer agrees to procure any and all necessary Permits, Surveys and provide Public Utilities that may be required to complete the mode rizz non, rehabilitation, repair alteration or improvement described herein unless otherwise specified in writing.

Seller shall not be liable for delays or damages caused by strikes, material or labor shortages, or other conditions beyond his control.

This Contract contains the entire agreement between the parties hereto. Buyer warrants and represents to be the sole owner or owners of all the goods, wares, merchandise, household effects, and personal property now located on and distributed throughout the premises herein improved, and that said personal property is free from any and all encumbrances, chattel mortgages or conditional sales agreements either recorded or unrecorded. Buyer agrees that no representations, promises or warranties, express or implied, have been made to Buyer with respect to the goods and services covered by this Contract, except as contained herein and that no modification or alteration of this Contract shall be binding, unless endorsed hereon in writing by the parties hereto.

This Contract shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. If any provision of this Contract is held invalid, the invalidity shall not affect the remaining provisions hereof.

Buyer assumes the entire risk of loss or damage to said goods and agrees that their loss or damage shall not relieve Buyer from his obligation hereunder.

In this notice Seller and Seller's assignee are referred to as "we" or "us" and Buyer is referred to as "you."

Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the cost of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The cost of the insurance may be added to your total outstanding balance or obligation. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.