

UNOFFICIAL COPY

REAL ESTATE MORTGAGE AND ASSIGNMENT OF REAL ESTATE MORTGAGE

(Illinois Indirect-
Not For Purchase Money)

0020510328

3573/0182 89 001 Page 1 of 4

2002-05-03 16:20:30

Cook County Recorder 27.50



0020510328

MORTGAGE DATE

10 - 27 - 01
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) James H. Spraags Cynthia A. Spraags, His Wife, In Joint Tenancy | | NAME(S) Better Built Lumber | |
| ADDRESS 11041 S. Union | | ADDRESS 17350 S. Cicero | |
| CITY Chicago | | CITY Country Club Hills | |
| 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 One Hundred Sixty Nine and no/100 ----- dollars (\$ 10,169.00 --), 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 120 installments of \$ 137.43 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:

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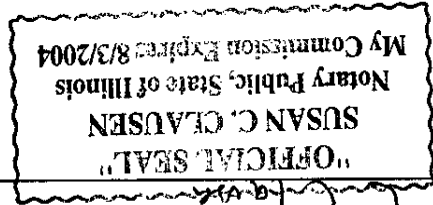
Property of Cook County Clerk's Office

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PAGE 3

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

THIS INSTRUMENT PREPARED BY: Douglas C. Clapp, Personal Loan Officer



STATE OF _____
COUNTY OF _____
I, SS: _____
Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____ 2004, appeared James H. Sprags and Cynthia A. Sprags and acknowledged the execution of the above and foregoing mortgage.
Witness my Signature and Seal
Susan C. Clausen
Notary Public
My Commission Expires _____
Printed Name _____

IN WITNESS WHEREOF, said Mortgagor(s) hereunto set hand and seal the day and year first above written
Mortgagor _____ James H. Sprags
Mortgagor _____ Cynthia A. Sprags
Mortgagor _____
Mortgagor _____
Mortgagor _____
Printed Name _____
Mortgagor _____
Mortgagor _____
Mortgagor _____
Printed Name _____
Mortgagor _____
Mortgagor _____
Printed Name _____

whole amount hereby secured shall, at the Mortgagor's option, become immediately due and payable, with 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, Mortgagor 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 Mortgagor 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 Mortgagor, 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 Mortgagor 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 Mortgagor 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 Mortgagor 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.

Property of Cook County

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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 Mortgagee(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 Mortgagee(s) herein contained be incorrect or if the Mortgagee(s) shall abandon the mortgaged property, or sell or attempt to sell all or any part of the same, then the

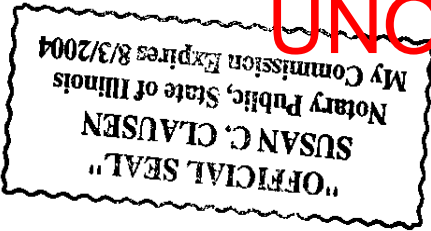
repair, normal and ordinary depreciation excepted. and not to commit or allow waste on the mortgaged premises, and to keep the mortgaged property in its present condition and to exercise due diligence in the operation, management and occupation of the mortgaged property and improvements thereon, aforesaid,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

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

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

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

| PROPERTY DESCRIPTION |
|---|
| 0020510328 Page 3 of 4 Lot 33 (except the South 35 Feet) and Lot 34 (except the North 3 Feet) in Wellenga's Sheldon Heights Subdivision of Lot 61 in School Trustees Subdivision of Section 16, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. PIN.# 25-16-323-008-0000 11041 S. Union, Chicago, IL. 60628 Commonly known as |



THIS INSTRUMENT PREPARED BY: Douglas C. Clapp, Personal Loan Officer

REVIEW

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

My Commission Expires:

Printed Name: Susan C Clausen
Notary Public

day of March 25th, 2002

WITNESS my hand and notarial seal this day of March 25th, 2002 to me well known, and acknowledged the above and foregoing assignment.

and Tom George as Secretary personally appeared the above named Andrew George as President

Before me, a Notary Public, in and for said County and State, this day of March 25th, 2002

STATE OF Cook COUNTY OF } SS: Andrew George

Sec. tom George
Pres. Andrew George

Secretary, the day of March 25th has caused its corporate seal to be here to be signed by its President and attested to by its

IN WITNESS WHEREOF, THE SAID Better Built Lumber Clear of any and all claims, pledges, apothecations and encumbrances.

on or is filed herewith, and which assignor herewith warrants to assignee that said Mortgage is Free & OF Cook County, Illinois, as Document No. 00973540 which mortgage or trust deed was filed for record in the OFFICE OF THE Recorder COMMONLY KNOWN AS: 11041 S. Union, Chicago, IL, 60628

PIN.# 25-16-323-008-0000 In Cook County, Illinois. of Section 16, Township 37 North, Range 14 East of the Third Principal Meridian, Vellenga's Sheldon Heights Subdivision of Lot 61 in School Trustees Subdivision Lot 33 (except the South 35 Feet) and Lot 34 (except the North 3 Feet) in

real estate, to wit: under date of October 27, 2001, upon the following Better Built Lumber as mortgage, executed and delivered by James H. Sprags and Cynthia A. Sprags, His Wife, In Joint Tenancy to CALUMET, NATIONAL ASSOCIATION a United States Corporation, its successors and assigns, a certain mortgage made, AN Illinois corporation, does hereby sell, assign, transfer and set over and deliver to BANK FOR VALUE RECEIVED, the UNDERSIGNED, Better Built Lumber

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