OFFICIAL CO

7008/0217 07 001 Page 1 of 1999-08-12 13:28:59 29.50 Cook County Recorder

7399

0030486388

0030486388

6466/0119 16 001 Page 1 of 2003-04-10 16:32:57

HoImp01.tpl

Cook County Recorder

Above Space for Recorder's Use Only

34,50

MORTGAGE (ILLINOIS)

This indenture, race Brenda Joyce Joruan

1999, between

8004 S. Blackstone, Chicago, L. 60619,

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

2320 W. Lawrence Ave, Suite 206. Chicago, IL 60625

herein referred to as "Mortgagee", with sisth:

THAT WHEREAS the Mortgage, sore justly indebted to the Mortgagee pursuant to a Retail Installment Contract of even date herewith, in the Autourt Financed of

Dollars (\$10724.00), payable to the order of & delivered to the Mortgagee, in and by which contract the Mortgagors promise to pay the said Amount Fir any ed together with a Finance Charge on the principal balance of the Amount Financed at the Annual Percentage Race or % in accordance with the terms of the Retail Installment Contract from time to time unpaid in monthly installments of \$ 193.10 each, beginning 30 days after completion, 1999 & on the same day of each month the other with a final installment of \$, together with interest after maturity at the Annual Percentage Rate of % 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 60625.

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, down these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors & assigns, the foil wing described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the city of, County of Cook and State of Illinois, to with:

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

Permanent Real Estate Index Number:

Address of Premises: 8004 S. Blackstone Chicago, IL 60619

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,

Initials 85		Page 10f 4					
minus o o	 						

4-10-03 Ke-recorded in order to assign to Smith. Rother, la

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:

- 1. Mot gagors 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 tree 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 request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee or to holder of the contract; (4) complete 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 increof; (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 holder 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 windstone under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of e, lacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the builders 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 odditional 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 seed 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' feet, 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 provable 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.

D :	Page 2of 4	
Initials BT		HoImp02.tpl

- 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 holder of the contract may deem to be reasonable necessary either to prosecute such suit or to evidence to bidders 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 indevieuress 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 herety secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of stun right to foreclose whether or not actually commenced or (c) preparations for the defense of any threatened suit or pry ceeding which might affect the premises or the security hereof whether or not actually commenced.
- 8. The proceeds of any foreclosure size of the premises shall be distributed and applied in the following order of priority: First on account of all costs of carenses 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 unpited 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 forcelose 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 per time of application for such receiver and without regard to the then value of the premises or whether the same that 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 foreclosure suit and, in case of a sale and a deficiency during the full statutory period of redemption, whether there be redengtion 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 or in part of:

 (1) The indebtedness secured hereby, or by any decree foreclosing this Mortgage or any tax, specific receiver to 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 delence 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.

Initials 87	r	rage 301 4	
			HoImp03.tpl

0030486388 Page 4 of 6

WITNESS the h	and and scal of Mortgagors t	the day and YEAR first above wri	tten.
Bres	da Doya Dost		
Brenda Joyce Jo	rdan	·	
State of Illinois,	COUNTY of Cook		
I the undersions	ed. Notary Public in and for said	County in the State of cresoid Do	Hamby Cartify that
Brenda Joyce Jo		County in the State aforesaid, Do	Hereby Certify that
•			
•			
,	Ox		
•	()		
	n to me to be the same person who ay in person, and acknowledged th		
	r the uses and purposes therein		
homestead.		τ_{\sim}	
Given mades sou	hand and official seal this	Line Charles Training in	1000
	hand and official seal, this8 ires <u>August -102002</u>	th wyof <u>hily</u> 1	1999.
^			m
Notary Public	v. may	-	"OFFICIAL STALT PRAVINA V BELAL
Nymay Fuolic			Notary Public of Illinois
			98/10/2002 نيات My Commission
		Assignment	
	sideration, Mortgagee hereby sells		iir 1 1011gage to ;
			0 0 50 100 1
Date : 7/8/99	Mortgage	e: ALPHA CONSTRE	1000 + DEVELOPMEN
		Ву:	1/5
		Бу	- C
			3
	s: 8004 S. Blackstone Chicago, IL was prepared by : Alpha Construct		
102 marmour		awrence Ave, Suite 206	. •
	Chicago, I		
Mail:	Smith-Rothchild Financial Co.		~
141011 '	221 N. LaSalle Street, Suite 400		
	Chicago, IL 60601		
		Page 4of 4	11-101 41
			HoImp01.tpl

99771832

UNOFFICIAL COPY Set 388 Page 5 of 5

Schedule A

Legal Description: The South 5 feet of Lot 1 and all of Lot 2 in Block 7 in Charles L. Hutchinson's Subdivision of the Northeast quarter of Section 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permancut Index Number(s): 20

20-35-213-020

Poperty of County Clerk's Office

Holmp01.tpl

99771832

UNOFFICIAL COPO 0486388

Property of Cook County Clerk's Office

I CERTIFY THAT THIS IS A TRUE AND CORRECT COPY

OF DOCUMENT 9977/832

APR -9 03

RECOMMER OF DEETS, COMA COUNTY