

THIS INDENTURE, made JULY 2nd 2003, between ADAM JAFFE JENNIFER JAFFE 2122 W. BARRY (NO. AND STREET) CHICAGO, IL 60618 (CITY) (STATE)



Doc#: 0327431004 Eugene "Gene" Moore Fee: \$28.50 Cook County Recorder of Deeds Date: 10/01/2003 07:34 AM Pg: 1 of 3

Above Space For Recorder's Use Only

herein referred to as "Mortgagors," and SOUTH CENTRAL BANK & TRUST COMPANY 555 WEST ROOSEVELT ROAD (NO. AND STREET) CHICAGO ILLINOIS 60607 (CITY) (STATE)

herein referred to as "Mortgagee" witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the Retail Installment Contract dated JUNE 9th 2003, in the Amount Financed of SEVEN THOUSAND ONE HUNDRED FIFTY DOLLARS AND NO/100 DOLLARS (\$ 7,150.00), payable to the order of and delivered 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 in accordance with the terms of the Retail Installment Contract from time to time unpaid in 59 monthly installments \$ 144.63 each beginning AUGUST 1st 2003 and a final installment of \$ 144.63 JULY 1st 2008, together with interest after maturity at the Annual Percentage Rate stated in the contract, and all of said indebtedness is made payable at such place 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 SOUTH CENTRAL BANK & TRUST COMPANY, 555 WEST ROOSEVELT ROAD, CHICAGO ILLINOIS 60607

NOW, THEREFORE, the Mortgagors to secure the payment of the said sum in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and 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 wit:

SEE ATTACHED EXHIBIT "A"

14-30-105-037-0000

PERMANENT REAL ESTATE INDEX NUMBER: ADDRESS OF PREMISES: 2122 W. BARRY, CHICAGO, IL 60618 PREPARED BY: SUSANNA LEE, 525 W. ROOSEVELT ROAD, CHICAGO, IL 60607

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and 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, equipment or articles now or hereafter therein or 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, inador beds, 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.

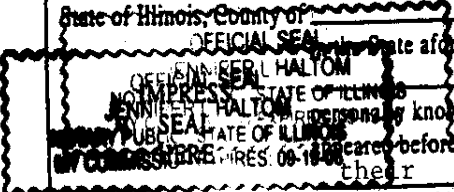
The name of a record owner is: ADAM & JENNIFER JAFFE

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand... and seal... of Mortgagors on the day and year first above written.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURES(S) (Seal) (Seal) (Seal) (Seal)

State of Illinois, County of Cook ss., I, the undersigned, a Notary Public in and for said County ADAM & JENNIFER JAFFE



whom I personally know to be the same person s whose name s subscribed to the forgoing instrument, they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 9-19 day of June 19 2006 Commission expires Notary Public

UNOFFICIAL COPY

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

2122 W. BARRY
CHICAGO, IL 60618

This Instrument Was Prepared By
SUSANNA LEB, 525 W. ROOSEVELT RD
CHICAGO, IL 60607 (Address)

INSTRUCTIONS

E NAME SOUTH CENTRAL BANK & TRUST COMPANY

I STREET 555 WEST ROOSEVELT ROAD

Z CITY CHICAGO ILLINOIS 60607

V

A

N

Y

Date _____

Mortgagee _____

By _____

ASSIGNMENT

FOR VALUABLE CONSIDERATION, Mortgagee hereby sells, assigns and transfers the within mortgage to _____

12. If Mortgagee 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.

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.

10. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would be good and available to the party of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

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, 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 deficiency during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagee, except for the intervention of such receiver, would 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, possession, 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 to 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, 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.

8. The proceeds of any foreclosure sale of the premises shall be distributed in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items unpaid on the contract; fourth, any surplus to Mortgagee, their heirs, legal representatives or assigns as their right may appear.

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, or on behalf of Mortgagee or holder of the contract for attorneys' fees, appraisers' 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, guaranty policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee or holder of the contract may deem to be reasonably necessary 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 indebtedness 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 hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of premises or the security hereof whether or not actually commenced; or (c) preparation for the defense of any threatened suit or proceeding which might affect the reason of this mortgage or any indebtedness hereby secured; or (d) preparation for the commencement of any suit for the foreclosure hereof after accrual of premises or the security hereof whether or not actually commenced.

6. Mortgagee 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 Mortgagee, 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) immediately in the case of default in making payment of any installment on the contract, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagee herein contained.

5. The Mortgagee or the holder of the contract hereby making any payment hereof 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.

4. In case of default hereof, Mortgagee or the holder of the contract may, but need not, make any payment or perform any act hereinafter required of Mortgagee 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 or title or claim thereof, or redeem from any tax sale or forfeiture, affected 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 holder 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. In case of Mortgagee or holder of the contract shall now be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagee.

3. Mortgagee shall keep all buildings and improvements now and hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under 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 holders 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.

2. Mortgagee 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 Mortgagee, 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) immediately in the case of default in making payment of any installment on the contract, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagee herein contained.

1. Mortgagee 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 Mortgagee, 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) immediately in the case of default in making payment of any installment on the contract, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagee herein contained.

ADDITIONAL CONVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORTGAGE AND INCORPORATED THEREIN BY REFERENCE.

UNOFFICIAL COPY

EXHIBIT "A"

STREET ADDRESS: 2122 W. BARRY AVE
CITY: CHICAGO COUNTY: COOK
TAX NUMBER: 14-30-105-037-0000

LEGAL DESCRIPTION:

LOT 87 IN THE SUBDIVISION OF THE WEST 1/2 OF BLOCK 17 IN THE SNOW ESTATE SUBDIVISION BY SUPERIOR COURT IN PARTITION OF THE EAST 1/2 OF NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office