

UNOFFICIAL COPY

04028059

IN-1-A

MORTGAGE INDENTURE

This Indenture made this day of October, 1994, between

THIS MORTGAGOR,

Helen M. Watkins

3548 W. 67th CHICAGO ILLINOIS 60637
INQ AND ATTACHED ICRM ISTATIO

herein referred to as "Mortgagor," and

H.C. S. Inc.

3548 W. 67th CHICAGO ILLINOIS 60637
INQ AND ATTACHED ICRM ISTATIO

herein referred to as "Mortgagee," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the Retail Installment Contract dated

January 5, 1994 in the sum of **Two Thousand Six Hundred Dollars**
10.25% P.A. payable to the order of and delivered to the Mortgagee in and by which contract the Mortgagors promise
to pay the said sum in **25** installments of **\$19.80** each beginning
10/05/94 and a final installment of **\$19.80** payable on
10/05/98 and all of said indebtedness to be payable at such place as the holder 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

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:

10 feet thereof of "ANTS" WEST TS, Lot #3 in Blocks 13,
in Subdivision of Blocks 13 + 14 in John Eberleets
Subdivision of North East Quarter of Section 23
Township 38 north and Range 13 East of
the Third Principal Meridian, in Cook
County, Illinois.

P.I.N. # **19-23-228-058**

3548 W. 67th CHICAGO

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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 in a parity with said real estate
and not secondary, 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, indoor beds, awnings, stoves and water heaters. All of the foregoing are required 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 an 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
terms 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 Helen M. Watkins

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 the day and year first above written.

Helen M. Watkins
I Seal

26/10/94
I Seal

State of Illinois, County of

In the State aforesaid, DO HEREBY CERTIFY that

I, the undersigned, a Notary Public in and for said County

IMPRINT

SEAL

NAME

personally known to me to be the same person whose name is subscribed to the foregoing instrument
appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument
as his free and voluntary act, for the uses and purposes hereinabove mentioned, thereby fully ratifying the release and waiver
of the right of homestead.

5th

day of

Nov 1994

1994

OFFICIAL SEAL	
Given under my hand and seal this	
CONTRARY PUBLIC STATE OF ILLINOIS	
MY COMMISSION EXP. SEPTEMBER 1998	

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16. Any buildings or improvements now or hereafter on the premises which may become dilapidated and repair, without waste and loss from any cause, may either become a liability for the company to defend and repair, or the premises subject to the discharge of such prior lien to defanggaze as to build or the cost of the same, if complete at any time in process of erection upon said premises, shall comply with all requirements of law in use thereof; 16. make no material alterations in said premises except as required by law.

essential taxes and shall pay special taxes when called upon to do so, and shall pay in full under protest, for taxes or other charges or assessments levied by any tax or assessment authority.

the sum and interest accrued on said premium unpaid against loss or damage by the
agent by the insurance companies of marine liability to pay the sum of one thousand dollars
and thereby, all in compensation satisfactory to the holder of the contract, to the lessee, lessor,
or lessee's other evidence by the standard mortgage clause to be attached to each property and
public to holder of the contract and in case of nonpayment allowed to register, shall determine
the dates of expiration.

The contract may, but need not, make any payment or perform any act hereinbefore required, and may, but need not, make full or partial payments of principal or interest on trust or settle any tax lien or other prior lien or title or claim theretofore, or redeem from any tax or assessment. All money paid for any of these purposes herein authorized and all holding attorney's fees and any other money advanced by Mortgagor or the holders of the Mortgagor, shall be so much additional indebtedness secured hereby, and shall become the part of the Mortgagor.

in case making any payment thereby authorizing or failing to tax and assessments may do so
the appropriate public officer without inquiry into the accuracy of such bill, statement or
falsehood, for less or more or claim thereof.

in mentioned when due according to the terms hereof. At the option of the holder of the
mortgage as set by the Mortgage shall notwithstanding anything to the contrary set in
immediately in the case of default, in making payment of any instalment on the contract, or
in the performance of any other agreement of the Mortgagor herein contained.

due whether by acceleration or otherwise. Mortgagor shall have the right to foreclose the same shall be allowed and included as additional indebtedness in the decree for sale all by or on behalf of Mortgagor or holder of the contract for attorney fees appraisals fees, charges, public auction costs and costs which may be estimated as to items to be expended title, title searches and examinations, insurance policies, transfers certificates and similar items at the court but may deem it to be reasonably necessary either to prosecute such suit or to such decree the true condition of the title to or the value of the premises. All expenditures shall become so much additional indebtedness secured hereby and immediately due and the contract in connection with any proceeding, including probate and bankruptcy as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby set forth the foreclosure hereinafter except of such right to foreclose whether or not actually foreclosed will or proceeding which might affect the premises as the security hereof whether or

shall be construed and applied in the following order of priority. First, on account of all indebtedness, including all such items as are mentioned in the preceding paragraph hereof; second, all indebtedness additional to that evidenced by the contracts; third, all other indebtedness due to mortgagees, their heirs, legal representatives or devisees as their rights may appear.

the trustee in which such bill is filed may appoint) a receiver of said premises, without notice, without regard to the solventy or insolvency of Mortgagor at the time of value of the premises or whether the same shall be then occupied as a tenement or otherwise. Such receiver shall have power to collect the rents, issues and profits of said premises of a sale and a deficiency during the full statutory period of redemption, whether these be in Mortgagor, except for the intervention of such receiver, would or entitled to collect such as necessary or are usual in such cases for the protection, preservation, control management and The Court from time to time may authorize the receiver to apply the net income in his secured hereby, or by any decree foreclosing this mortgage or any further special arrangement receiver or of such decree, provided such application is made prior to foreclosure sale; (2) the

~~Actions hereof shall be subject to any defense which would not be good and available to the
party hereby secured.~~

right to inspect the premises at all reasonable times and access thereto shall be permitted.

~~title or interest in said premises, or any portion thereof, without the written consent of the right, at holder's option, to declare all unpaid indebtedness secured by this mortgage to be paid in full notwithstanding~~

ASSIGNMENT

Scilla, Rangan and Itanielsen: The written message 19

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