

#4403

UNOFFICIAL COPY

THIS INDENTURE, made November 15, 1994 between

Robert L. Petty (A Widower)

7215 S. Eberhart Chicago, IL
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagor" and
Hallmark Builders Inc.

3530 W. Peterson #206 Chicago, IL
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee," witnesseth:

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 Three thousand Nine Hundred & 00/100

DOLLARS (\$ 3900.00), 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 at the Annual Percentage Rate of 23.98% in accordance with the terms of the Retail Installment Contract from time to time up to 83 monthly installments of \$ 96.18 each, beginning 30 days after completion and on the same day of each month thereafter, with a final installment of \$ 96.18 together with interest after maturity at the Annual Percentage Rate of 23.98% as 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 Hallmark Builders Inc 3530 W. Peterson Chicago, IL.

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 and 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 in, and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

The South 18 feet of Lot 6 and the North 10 feet of Lot 7 in Chases Addition to Park Manor in the Southeast 1/4 of the Northwest 1/4 of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT REAL ESTATE INDEX NUMBER: 20-27-210-001
ADDRESS OF PREMISES: 7215 S. Eberhart DEPT-01 RECORDING \$23.50
PREPARED BY: Hallmark Builders Inc. 149999 TRAN.6617 12/28/94 13:08:00
3530 W. Peterson #206 0878 DW *-04-074830
Chicago, IL, 60659 COOK COUNTY RECORDER
04074830

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 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.

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.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)
X Robert E. Petty Sr (Seal) _____ (Seal)
Robert E. Petty _____ (Seal) _____ (Seal)

State of Illinois, County of Cook as _____ I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Robert E. Petty (A Widower)

IMPRESS SEAL HERE 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 therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 15th day of November 1994
Commission expires _____
DAN STAVINS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/1/96
Notary Public

04074830

Above Space for Recorder's Use Only

COOK COUNTY CLERK'S OFFICE

23

94

