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1999-11-04 10:31:40
Cook County Recorder 25.50



REAL ESTATE MORTGAGE

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
ROLLING MEADOWS

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT ALEXANDER DISABATO and JANEZ A TUTTLE
of 15208 S. Hamlin Ave City of MIDLOTHIAN State of Illinois, Mortgagor(s)
(Address of Buyer)
MORTGAGE and WARRANT to CROSS REPLACEMENT WINDOW
of 400 S EDWARDS MT. PLEASANT IL 60056, Mortgagee,
(Seller's Address)
to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith, in the amount of
\$ 8000⁰⁰ payable to the order of and delivered to the Mortgagee, in and by which
the Mortgagor promises to pay the contract and interest at the rate and in installments as provided in said Contract with
a final payment due on July 14, 2005, the following described real estate, to wit:

LOT 313 IN FIFTH ADDITION TO BREMENSHIRE ESTATES, BEING A SUBDIVISION
IN SECTION 14, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

A/K/A 15208 S. HAMLIN, MIDLOTHIAN, IL 60445

P.I.N. 28-14-101-054

situated in the County of COOK in the State of Illinois, hereby releasing
and waiving all rights 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.

AND IT IS EXPRESSLY PROVIDED AND AGREED, That if all or any part of the property or an interest in the property is
sold or transferred by Mortgagor without Mortgagee's prior written consent, Mortgagee, at Mortgagee's option, and in
accordance with federal law, may require immediate payment in full of the entire amount due under the Mortgage and
Home Improvement Retail Installment Contract. Mortgagee, at Mortgagee's option, may waive the right to declare the
balance immediately due and may accept in writing an assumption agreement executed by the person to whom the
Mortgagor is transferring or selling the interest in the property.

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IT IS FURTHER EXPRESSLY PROVIDED AND AGREED, That Mortgagor(s) shall pay all taxes, assessments, insurance premiums, and prior liens that such mortgaged property may be subject to. In case Mortgagor(s) shall fail to pay such expenses, Mortgagee, at its option, may pay them and all sums of money so expended shall be repayable by Mortgagor(s) and such expenditures(s) shall be secured by this Mortgage. If default be made in the payment of the said contract, or of any part thereof, or in the case of waste or non-payment of taxes, assessments or prior mortgages on said premises, or of a breach of any of the covenants or agreements herein contained, then in such case the whole of said sum, secured by the said contract in this mortgage mentioned, shall thereupon, at the option of the said mortgagee, his or its attorneys or assigns, and as provided by law, become due and payable, and this mortgage may be foreclosed to pay the same, and it shall be lawful for the said mortgagee, his or its attorneys or assigns, to enter into and upon the premises hereby granted, or any part thereof, and to receive and collect all rents, issues and profits thereof.

UPON THE FORECLOSURE AND SALE of said premises, there shall be first paid out of the proceeds of such sale all expenses of advertisement, selling and conveying said premises, and reasonable attorney's fees, to be included in the decree, and all moneys advanced for taxes, assessments and other liens; then there shall be paid the unpaid balance of said contract whether due and payable by the terms thereof or not.

DATED, This 8th day of May A.D., 1999
Mortgagor ALEDA DISABATO (SEAL)
Mortgagor JAMES TUTTLE (SEAL)
JAMES TUTTLE
(type or print name beneath signatures)

Person signing immediately below signs to subject his or her interests in the above described property, including any right to possession after foreclosure, to the terms of this mortgage and to waive his or her homestead exemption in the above described real estate. Person signing immediately below is not personally liable.

Mortgagor (SEAL)
(type or print names beneath signatures)

STATE OF ILLINOIS

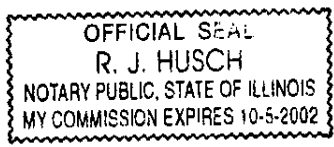
County of COOK } ss.

I, R. J. HUSCH in and for said County, in the State aforesaid, DO HEREBY CERTIFY; That ALEDA L. DISABATO and
JAMES A. TUTTLE

personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that (they) (he) (she) signed, sealed and delivered the said instrument as (their) (his) (her) free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. IN WITNESS WHEREOF, I hereunto set my hand and official seal this 8th day of May 1999.

[Signature]
Notary Public

My Commission Expires 10-5-2002



THIS INSTRUMENT WAS PREPARED BY
EQUITY ONE INC.
ONE NATIONAL PLAZA
Name 1111 PLAZA DRIVE - SUITE 715
Address SCHAUMBURG, IL 60178
(847) 995-9150

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99037390

REAL ESTATE MORTGAGE

Handwritten initials and scribbles at the top of the page.

Space below for Recorder's use only

After recording mail to:
EQUITY ONE INC.
ONE NATIONAL PLAZA
1111 PLAZA DRIVE - SUITE 715
SCHAMBURG, IL 60173
(847) 995-9150

ASSIGNMENT

The undersigned, for value received, does hereby grant, bargain, sell, assign, transfer and set over to EQUITY ONE INC
1111 Plaza Dr #715 Schamberg, IL 60173 all right, title and interest in and to the Mortgage appearing on the reverse side hereof and the money due and to become due on the Home Improvement Retail installment Contract secured thereby and warrants that no liens have been filed by Assignor on the property described in the Mortgage.

By [Signature] Title Mrs
CROSS STREET HOMEOWNERS ASSOCIATION
(Seller's name)

ACKNOWLEDGMENT

STATE OF IL
County of Cook ss.

On this 9th day of JULY, 1999, there personally appeared before me Leo J. Anderson
known or proven to me to be the person whose name is subscribed to the within assignment, and acknowledged that he/she executed the same, as his/her free and voluntary act of the purposes therein contained and (in the event the assignment is by a corporation) that he/she is Mrs
and was authorized to execute the said assignment and the seal affixed thereto, if any, is the seal of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal
JERRY L ANDERSON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 02/10/02

[Signature]
Notary Public

Property of Cook County, IL
Notary's Office