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Cook County Recorder 23.50

REAL ESTATE MORTGAGE

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT BIRONESE & FRENE CARTER  
 of 5014 W. OHIO City of CHGO State of Illinois, Mortgagor(s)  
 (Address of Buyer)  
 MORTGAGE and WARRANT to Side all America  
 of 4520 W. Lawrence CHGO IL (Seller) Mortgagee,  
 (Seller's Address)  
 to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith, in the amount of  
 \$ 3400.00 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 10/07/04, the following described real estate, to wit:

LOT 138 IN THE SUBDIVISION OF THE NORTH HALF OF THE EAST HALF OF THE  
 NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF  
 THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 279 75/100 FEET THEREOF),  
 IN COOK COUNTY, ILLINOIS.

A/K/A 5014 W. OHIO, CHICAGO, IL 60644

P.I.N. 16-09-213-038

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.

S.V  
 P.A  
 N.  
 M.Y  
 GAN

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 \_\_\_\_\_ day of \_\_\_\_\_ A.D., 19 \_\_\_\_\_

Birdnese Caster (SEAL)  
Mortgagor BIRDNESE CASTER

Irene Caster (SEAL)  
Mortgagor IRENE CASTER

(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, \_\_\_\_\_ in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That BIRDNESE AND IRENE CASTER

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 \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_.

Emily Stoph  
Notary Public

My Commission Expires \_\_\_\_\_



THIS INSTRUMENT WAS PREPARED BY  
**EQUITY ONE INC.**  
ONE NATIONAL PLAZA  
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