

ILLINOIS

UNOFFICIAL COPY

REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

86435784

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT HARVEY P. ELLIOTT

1121 HARVARD City of BUFFALO GROVE State of Illinois, Mortgagor(s) (Buyer's Address)

MORTGAGE and WARRANT to SECOND FEDERAL FUNDING CORPORATION P.O. Box 4112 Buffalo, NY 14240 Mortgagor

to secure payment of that certain Retail Installment Contract (Home Improvement) executed by the MORTGAGOR(S) bearing even date herewith, payable to the MORTGAGEE above named, in the amount of \$ 5990.00 being payable in 60 consecutive monthly installments of 141.95 each, commencing 2 month(s) from the date of completion of the property improvements described in said Retail Installment Contract and on the same day of each subsequent month until paid, or any amendment to said Retail Installment Contract, or any consolidation thereof pursuant to the Illinois Retail Installment Sales Act, together with delinquency and collection charges, if any, the following described real estate, to wit:

Lot 179, in Cambridge Countryside Unit 5, being a Subdivision in the North 1/4 of Section 9, Township 42 North, Range 11, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on April 28, 1967, as Document Number 2321758, in Cook County, Illinois.

Together with all present improvements thereon, rents, issues and profits thereof. 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 the Mortgagor(s) shall pay all taxes and assessments upon said premises when due, shall keep the buildings thereon insured to their full insurable value for the benefit of Mortgagee, shall pay all installments of prior mortgages (trust deeds) on said premises, and interest thereon, when due, and shall keep said premises in good repair. In the event of the failure of Mortgagor(s) to comply with any of the above covenants Mortgagee, in addition to its other rights and remedies, is authorized, but is not obligated, to attend to the same and the amount paid therefor, together with interest thereon at the rate of 8% per annum, shall be due on demand and shall be added to the indebtedness secured by this mortgage. If default be made in the payment of the said Retail Installment Contract, or of any part thereof, or in the case of waste or non-payment of taxes or assessments on said premises, or of a breach of any of the covenants or agreements herein contained, then in any such case the whole of the sum secured hereby shall thereupon, at the option of Mortgagee, his or its attorneys or assigns, become immediately due and payable, and this mortgage may be immediately foreclosed to pay the same, and it shall be lawful for 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, liens, insurance and other charges, then there shall be paid the sum provided for in said Retail Installment Contract, whether due and payable by the terms thereof

DATED, this 24 day of APRIL A.D. 1986

Harvey P. Elliott (SEAL) Phyllis Elliott (SEAL) (type of print names beneath signatures)

STATE OF ILLINOIS } ss. This Mortgage was signed at 1121 Harvard County of Cook Buffalo Grove, Il Buffa

I, Donald P. Landis, Sr. in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That Harvey P. Elliott and Phyllis Elliott 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 acknowledged 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

Given under my hand and official seal, this 24 day of April A.D. 1986 NOTARY PUBLIC My Commission Expires Mar. 12, 1990

THIS INSTRUMENT WAS PREPARED BY Debra Kordorsky Name P.O. Box 4112 Buffalo, NY 14240 Address

11.00 86435784 DOCUMENT NUMBER

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10-10-67



REAL ESTATE MORTGAGE
STATUTORY FORM

Harvey P. Elliott and Phyllis

Elliott

TO

SECOND FEDERAL FUNDING CORP.

When recorded mail to

SECOND FEDERAL FUNDING CORP.
P.O. BOX 4112
1 Buffalo, NY 14240

Space herein for Recorder's use only

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By Recording Clerk's Office