

UNOFFICIAL MORTGAGE COPY

86287078

(In this Mortgage, the words, you, your, and yours means each and all of those who signed it as a Mortgagor. The words we, us, and our mean the Mortgagee.)

By signing this MORTGAGE, you John B. and Carol Weidner, his wife who live at 8755 Melvina, Oak Lawn, IL MORTGAGE to H2D Specialties whose place of business is at 4000 W. Columbus Dr., Chicago, IL all of the land, buildings, and other improvements (now built or in the future) you own and located at 8755 Melvina, Oak Lawn, in the (City) (Town) of Oak Lawn, County of Dook and State of Illinois (the Property). The legal description is:

Lot 6 in Martin and Roberts 87th Street Acres First Addition, a subdivision of Lots 49 and 50 in Frederick H. Bartlotta 87th Street Acres being a subdivision of East Half (E 1/2) of North West Quarter (NW 1/4) of Section 5, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. (Except East 5 acres thereof)

Pin # 24-05-101-017 K.S

commonly known as 8755 S. Melvina, permanent parcel

Document prepared by: Judy Compton
9600 S. Cicero Avenue
Oak Lawn, IL 60453

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You mortgage the Property to us to provide security for the purchase of certain goods and/or services (Property Improvements) under a Home Improvement Retail Instalment Contract (the Agreement) dated June 24, 1986. Under the terms of the Agreement, which terms are incorporated in this Mortgage by this reference, you agree to pay us an Amount Financed of \$ 6,000.00, together with a Finance Charge figured on the unpaid balances of the Amount Financed, at an Annual Percentage Rate of 17.91 %, and which is payable in 36 monthly payments, beginning July 15, 1986, and on the same day of each succeeding month. We apply payments first to the Finance Charge and any balance to reduce the then unpaid balance of the Amount Financed.

You agree to these terms:

- PROPERTY SUBJECT TO MORTGAGE:** The Property shall be subject to payment in full of the Agreement. You shall also keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property until we release this Mortgage.
- FIRE INSURANCE:** You shall (a) maintain fire insurance on the Property for our benefit, (b) pay the premiums for the insurance, and (c) transfer to us, (if a claim is filed for a loss, all proceeds of such claim with the understanding we shall apply the proceeds to the unpaid balance of the Agreement this mortgage secures.
- TAXES AND ASSESSMENTS:** You shall pay all taxes, assessments, sewer charges and water charges on the Property within 30 days after they become due.
- OTHER MORTGAGES:** The Property is subject to another mortgage identified as follows:
Name of Mortgagee Talman Home FSA, Date 1985, Principal Amount \$ 41,400.00
Recording Information: Date 12/3, 1985, Book No. document #85706864
You shall pay on time all monthly instalments of any loans secured by any other mortgage on the Property. You shall not violate any term of any other mortgage.
- FAILURE TO MAKE CERTAIN PAYMENTS:** If you do not pay the items covered by paragraphs 2, 3, and 4 whenever they become due, then we may pay them on your behalf and you will immediately reimburse us for the expense. If you do not immediately reimburse us, we shall be permitted to add the cost together with interest at the Annual Percentage Rate shown in your Agreement to the unpaid amount that you owe under the Agreement.
- NO ALTERATION OF MORTGAGED PROPERTY:** You shall not make any changes to, demolish or remove any part of the Property without our permission.
- RIGHT TO DEMAND IMMEDIATE PAYMENT:** If you:
(a) do not pay a monthly instalment within 30 days of the date it is due;
(b) sell the Property without our consent; or
(c) fail to pay any taxes, assessments, sewer charges or water charges on the Property within 30 days after they become due, we may demand immediate payment of the entire amount you owe under the Agreement.
- FORECLOSURE AND SALE:** If we demand immediate payment of the amount you owe, we also may foreclose on the Property by bringing suit in a court of law to cut off your rights and sell the Property in one parcel in a foreclosure sale subject to your statutory rights of redemption. The money obtained from the sale of the Property, after making the deductions permitted by this mortgage, will be credited to the amount you owe us. We shall have the right to deduct from the sale proceeds (a) reasonable attorney's fees (b) any amounts that we have paid for taxes and liens that must be paid to protect the Property, (c) the costs of the foreclosure suit and (d) the costs of sale.
- LIENS ON PROPERTY:** You shall not allow any type of lien, whether it be mechanics' lien, materialman's lien, judgment lien or tax lien to attach to the Property.
- STATEMENTS BY PROPERTY OWNER:** You confirm you are the sole owner of the Property. You agree to sign any additional papers to make this mortgage fully effective.
- EFFECT OF PAYMENT ACCORDING TO TERMS OF AGREEMENT:** If you pay the Agreement in full, then this Mortgage will cease to exist and we will sign a release necessary to release this Mortgage.
- FUTURE OWNERS:** This Mortgage shall be binding upon you, your heirs and personal representatives, and all persons who subsequently acquire any interest in the Property.

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13. ASSUMPTION OF MORTGAGE. If you sell or transfer all or part of the property or any rights in the Property, any person to whom you sell or transfer the Property may take over all of your rights and obligations under this Mortgage (known as "Assumption of the Mortgage") if this person meets certain conditions.

These conditions are:

- (a) You give us notice of the Sale or transfer;
- (b) We agree the person's credit is satisfactory;
- (c) The person agrees to pay a reasonable fee for our credit investigation;
- (d) The person signs an assumption agreement acceptable to us that obligates the person to keep all of the promises and agreements you are making in the Agreement and in this Mortgage.

If you sell or transfer the Property and each of the conditions in (a), (b), (c) and (d) of this paragraph are satisfied, we will release you from all of your obligations under the Agreement and under this Mortgage.

If you sell or transfer the Property and the conditions in (a), (b), (c) and (d) of this paragraph are not satisfied, you will still be fully obligated under the Agreement and under this Mortgage and we may require you to make immediate payment of the entire amount you owe under the Agreement and under this Mortgage.

RELEASE OF CERTAIN RIGHTS: wife (husband) of the Mortgagor releases to the Mortgagee all right and expectancy of dower.

You have signed and sealed this Mortgage on 6-15, 1986 in the presence of the persons identified below as "witnesses" and you acknowledge receiving a true copy of this Mortgage.

Witness _____ John Weidner (SEAL)
Type Name Above

Witness _____ Carol Weidner (SEAL)
Type Name Above

Witness _____
Type Name Above

Witness _____
Type Name Above

STATE OF ILLINOIS)
COUNTY OF Cook) ss.:

I, a Notary Public, in and for the said county in the state aforesaid do hereby certify that John B. Weidner and Carol Weidner, his wife personally known to me to be the same person(s) whose names(s) is/are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their own 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 Notarial Seal this 24th day of June, A.D., 19 86

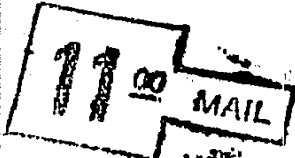
Frank Weidner
Notary Public
My commission expires 9/13/86

86287078

DEPT-01 RECORDING \$11.25
1#3232 TRAN 2564 07/10/86 13:25:00
#4960 # 5 * 06-287078
COOK COUNTY RECORDER

MORTGAGE

.....John B. & Carol Weidner.....
8755 S. Melvina.....
Oak Lawn, IL 60453.....
 to
Benchmark Credit Services.....
9600 S. Cicero Avenue.....
Oak Lawn, IL 60453.....



MAIL TO:
Benchmark Credit Services.....
9600 S. Cicero Avenue.....
Oak Lawn, IL 60453.....

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