

UNOFFICIAL COPY

MORTGAGE (ILLINOIS)

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RECORD DATA 87-18462

87619470

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COOK COUNTY RECORDER

87-619470

Above Space For Recorder's Use Only

THIS INDENTURE, made this November 11, 1987 between JAMES A. GARNER and BERNICE GARNER, his wife of the County of COOK and the State of ILLINOIS and FLEET FINANCE, INC. of the County of COOK and the State of ILLINOIS for purposes hereinafter set forth.

Witness the hand and seal of the Mortgages on this 11th day of November 1987.

JAMES A. GARNER and BERNICE GARNER, his wife
 (NO. AND STREET) (CITY) (STATE)
10635 South Throop, Chicago, Illinois
 (NO. AND STREET) (CITY) (STATE)
 herein referred to as "Mortgages" and FLEET FINANCE, INC.
 (NO. AND STREET) (CITY) (STATE)
920 West 175th Street, Homewood, Illinois
 (NO. AND STREET) (CITY) (STATE)
 herein referred to as "Mortgagee".

THAT WHEREAS the Mortgages are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of SIXTEEN THOUSAND FOUR HUNDRED EIGHTEEN and 64/100 DOLLARS (\$16,418.64) due to the order of and delivered to the Mortgagee, in and by which note the Mortgages promise to pay the said principal sum and interest at the rate and in the installments as provided in said note, with a final payment of the balance due on the 16th day of November 1984, and all of said principal and interest are made payable at such place as the holders of the note may from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 920 West 175th Street, Homewood, Illinois.

NOW, THEREFORE, the Mortgages do hereby agree to the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgages to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, 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 and being in the County of COOK and State of ILLINOIS, to wit:

CITY OF CHICAGO and the County of COOK and State of ILLINOIS, to wit:

Lots 18 and 19, except that part taken for highway described as follows: that part of Lots 18 and 19 lying Easterly of a line extended from a point in the East line of Lot 18 aforesaid, 34 feet South of the Northeast corner of Lot 5 in said Block 1 to a point in the South line of Lot 19 aforesaid, 96 feet East of the Southwest corner of said Lot 5, all in Block 1 in Russell and Anderson's Resubdivision of Lots 8 to 20 in Hilliard and Hitt's Subdivision of the East 1/2 of the Northwest 1/4 of Section 17, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, and the permanent index numbers: 25-17-117-014 and 25-17-117-015.

TOGETHER with all improvements, incumbrances, assessments, fixtures, and appurtenances thereon belong to and all rents, issues and profits thereof for so long and during all such times as Mortgages may be entitled thereto (which are pledged primarily and on a parity with all other mortgages and all apparatus, equipment or articles now or hereafter therein or 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, inlaid beds, 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 Mortgages or their successors or assigns shall be considered as a 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 a title is and benefits the Mortgages, do hereby expressly release and waive.

The name of a record owner is: JAMES A. GARNER

This mortgage consist of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this page) are incorporated herein by reference and are a part hereof and shall be binding on Mortgages, their heirs, successors and assigns.

Witness the hand and seal of Mortgages the day and year first above written:

James A. Garner (Seal) Bernice S. Garner (Seal)
JAMES A. GARNER BERNICE GARNER

PLEASE PRINT OR TYPE NAME(S) BELOW the actual SIGNATURE(S)

State of Illinois, County of COOK in the State aforesaid, DO HEREBY CERTIFY that JAMES A. GARNER and BERNICE GARNER, his wife, personally known to me to be the same person S whose name S is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their 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 11th day of November 1987

Commission expires November 1 1988

Thomas E. Fisher Notary Public

This instrument was prepared by Thomas E. Fisher, 930 W. 175th Street, Homewood, IL 60430 (NAME AND ADDRESS)

Mail this instrument to Ms. Sandra Keller, Fleet Finance, Inc., 920 West 175th Street, Homewood, IL 60430 (NAME AND ADDRESS)

OR RECORDER'S OFFICE BOX NO. _____

Not. Reg. 7/87
 Control No. 90714005

87-619470

