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87653405

MORTGAGE

Robert S. Wheeler & Kathleen Wheeler

On the 21 day of October, 19 87, Robert S. & Kathleen Wheeler
 who live(s) at 4018 W. 77th St. Chicago, IL 60652
 (the "Property Owner"), MORTGAGES and WARRANTS to Oxford Resources Corp. ("Oxford"), whose principal place of business is at 175 Crossways Park West, Woodbury, New York 11797, all of the land, buildings, and other improvements now or in the future owned by the Property Owner and located at 4018 W. 77th St. Chicago, IL 60652
 in Cook County, Illinois (the "mortgaged property"), the legal description of which is as follows:

Lot thirty (30) in Crest Line Manor Resubdivision of Lot A and part of Lot B in Owners Division of Lot twenty-three (23) in Superior Court Commissioners Partition of the South Half (except Railroad) of Section twenty-seven (27), Township thirty-eight (38) North, Range thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N Number(s): 19-27-403-024 **K**
H.C.O.

The Property Owner MORTGAGES and WARRANTS the mortgaged property to Oxford to provide security for a debt owing under a Retail Installation Contract (the "Contract") dated 10-21, 19 87 between Robert S. & Kathleen Wheeler as Buyer and American Window Corp. as Contractor/Seller which Contract has been or is to be assigned to Oxford. The debt owing under the Contract is \$ 14000.00 (referred to in the Contract as the "Amount Financed") and is payable, together with a FINANCE CHARGE (as defined in the Contract) calculated at the interest rate specified in the Contract, in consecutive monthly installments of \$ 37.82 each, commencing 60 days from the date of completion of the improvements described in the Contract, with the full debt, if not paid earlier, due 72 months after the due date of the first payment due under said Contract. The Contract also provides for late charges, however, in no event shall the total aggregate indebtedness secured by this mortgage exceed an amount equal to twice the debt owing under the Contract.

The Property Owner also agrees to the following terms:

1. **PROPERTY SUBJECT TO MORTGAGE:** The Property Owner subjects the mortgaged property to payment of the debt due under the Contract.
2. **INSURANCE:** The Property Owner will maintain insurance against fire and other hazards on the mortgaged property for the benefit of Oxford, will pay the premiums for the insurance and will transfer to Oxford all proceeds of such insurance to the extent of the unpaid debt secured by this mortgage.
3. **TAXES AND ASSESSMENTS:** The Property Owner will pay, on time, all taxes, assessments, and sewer, water or other charges on the mortgaged property.
4. **OTHER MORTGAGES:** The Property Owner will pay, on time, all installments of principal and interest on any other mortgage on the mortgaged property, and will not violate any other form of any other mortgage.
5. **RECEIPTS, FAILURE TO MAKE CERTAIN PAYMENTS:** Upon Oxford's written request, the Property Owner shall furnish to Oxford duplicate receipts for payments required by paragraphs 2, 3 and 4 above. If the Property Owner fails to make any payment required by paragraphs 2, 3 or 4 above, Oxford may make the payment. If Oxford makes any such payments, the amount of such payment will be added to the debt secured by this mortgage and will be a debt of the Property Owner, payable on Oxford's demand, with interest equal to the lesser of a rate of 18% per year or the maximum rate permitted by law.
6. **NO ALTERATION OF MORTGAGED PROPERTY:** The Property Owner will not alter, demolish or remove any part of the mortgaged property without Oxford's permission. The Property Owner will keep the mortgaged property in good repair and condition.
7. **IMMEDIATE PAYMENT UPON DEFAULT:** If any installment due under the Contract is not paid within 30 days after its due date or if any other default as defined in the Contract occurs, or if any term of this mortgage is violated, Oxford may demand the immediate payment of the entire debt due under the Contract and this mortgage. Upon payment in full after any such demand, a refund of the unearned portion of the FINANCE CHARGE and any insurance charges may be due as described in the Contract.
8. **DEBT DUE ON SALE:** Oxford may, at its option, also demand immediate payment of the entire debt due under the Contract and this mortgage upon any sale or transfer of the mortgaged property or upon any assignment or pledge of the beneficial interest in or power of direction over any land trust holding title to the mortgaged property. Upon payment in full after any such demand, a refund of the unearned portion of the FINANCE CHARGE and any insurance charges may be due as described in the Contract.
9. **RIGHT OF ACCESS:** After a default, or if Oxford reasonably believes a default has been committed under this mortgage or the Contract, Oxford, in addition to its other remedies, may enter the mortgaged property for the purposes of inspection.
10. **DEMAND IN PERSON OR BY MAIL:** Demand for payment may be made in person or by mail.
11. **SALE AS SINGLE PROPERTY, RECEIVER UPON FORECLOSURE:** In case of foreclosure, a receiver of the mortgaged property may be appointed, and the mortgaged property may be sold as one piece of property. Oxford may be appointed as such receiver.
12. **LIENS ON PROPERTY:** The Property Owner will not allow any mechanics', materialmen's, workmen's, judgment or tax lien to attach to the mortgaged property.
13. **STATEMENTS BY PROPERTY OWNER:** The Property Owner is the sole owner of the mortgaged property. Should it be necessary for the Property Owner to sign any additional papers to make this mortgage fully effective, the Property Owner will sign such papers.
14. **FUTURE OWNERS:** This mortgage shall be binding upon the Property Owner, his, her or their heirs and personal representatives, and all persons who subsequently acquire any interest in the mortgaged property.
15. **TRANSFER OF MORTGAGE:** Oxford may transfer its interest in this mortgage. Any subsequent holder of Oxford's interest in this mortgage will have all the rights Oxford would have if Oxford were still the holder, including the right to transfer.
16. **WAIVER OF HOMESTEAD:** The Property Owner releases and waives all right of homestead exemption in the mortgaged property.
17. **GOVERNING LAW:** This instrument shall be governed by the law of Illinois.
18. **FORECLOSURE:** If the debt secured by this mortgage becomes due, whether by acceleration or otherwise, Oxford has the right to foreclose its lien, and in any such foreclosure suit there shall be allowed as additional indebtedness in the decree for sale all expenditures which may be incurred on behalf of Oxford for reasonable attorneys' fees and other costs. The proceeds of any foreclosure sale of the mortgaged property shall be distributed and applied in the following order of priority: First, on account of all expenses incidental to the foreclosure proceedings; second, all other items which under this mortgage constitute secured indebtedness additional to that evidenced by the Contract, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Contract; and fourth, any overplus to the Property Owner.
19. **LEGAL DESCRIPTION AUTHORIZATION:** The Property Owner hereby authorizes Oxford to determine the legal description of the mortgaged property and enter it on this mortgage.

This mortgage has been duly executed by the Property Owner.

In Presence Of: [Signature]
 (SUBSCRIBED WITNESS)

Robert S. Wheeler (L.S.)
 (PROPERTY OWNER)
Kathleen Wheeler (L.S.)
 (PROPERTY OWNER)
Kathleen Wheeler (L.S.)
 (PROPERTY OWNER)

This instrument was prepared by, and when recorded should be mailed to:

OXFORD RESOURCES CORP.
 175 CROSSWAYS PARK WEST
 WOODBURY, N.Y. 11797

87653405

15:00

UNOFFICIAL COPY

STATE OF ILLINOIS

COUNTY OF Cook

I, James H. Fleming a Notary Public for and in said County, do hereby certify that Robert S. Wheeler and Kathleen Wheeler (his/her spouse), 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 he/she/they signed and delivered the said instrument as his/her/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 notarial seal this 19th day of November 1987
My commission expires April 12 1989 James H. Fleming (NOTARY PUBLIC)

STATE OF ILLINOIS

COUNTY OF _____

_____ a Notary Public for and in said County, do hereby certify that _____ the subscribing witness to the foregoing instrument,

personally known to me, who, being by me duly sworn, did depose and say that he/she resides at _____ that he/she knows said _____ to be the individual(s) described in, and who executed, the foregoing instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth, that he/she, said subscribing witness, was present and saw him/her/them execute the same, and that he/she, said subscribing witness, at the time subscribed his/her name as witness therein.

Given under my hand and notarial seal this _____ day of _____ 19____
My commission expires _____ 19____ (NOTARY PUBLIC)

DEC-10-87 4 5 6 2 8 2 87653405 - A - Rec 12.00

OR 16 ILL

12/86

MORTGAGE

Robert S. Wheeler
+
Kathleen Wheeler

— TO —
OXFORD RESOURCES CORP.

The land affected by this instrument lies in

the _____

of _____

COUNTY OF Cook
STATE OF ILLINOIS

SECTION _____

BLOCK _____

LOT _____

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