

THIS INDENTURE, made August 19th, 1988, between

Linwood Little and Doris Little

5452 W. Potomac, Chicago, IL 60651 (NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors," and

Second City Construction

3006 W. Diversey, Chicago IL 60647 (NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the Retail Installment Contract dated August 19, 1988, in the Amount Financed of Five Thousand two hundred thirty and 20/100ths DOLLARS

(\$ 5230.20), payable to the order of and delivered to the Mortgagee, in and by which contract the Mortgagors promise to pay the said Amount Financed together with a Finance Charge on the principal balance of the Amount Financed from time to time unpaid in 59 installments of \$ 87.17 each beginning 19 and a final installment of \$ 87.17 19 together with interest after maturity at the Annual Percentage Rate stated in the contract, and all of said indebtedness is made payable at such place as the holders of the contract may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of the holder at Second City Construction

NOW, THEREFORE, the Mortgagors to secure the payment of the said sum in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, 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 City of Chicago, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

The East 34 feet 2 inches of lot #11 in block 4 in Coleman's addition to Austin of the west 26.82 acres of the south 1/2 of the northwest 1/4 of section 4, township 39 north range 13 east of the third principal meridian, in Cook County Illinois.

P. I. N. # 16-04-124-024 CAO

Commonly Known As: 5452 W. Potomac Chicago IL 60651

88585161

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) 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, inador 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 Mortgagors or their successors or assigns shall be considered as constituting 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 said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is Linwood Little and Doris Little. This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns. Witness the hand and seal of Mortgagors the day and year first above written.

Linwood Little (Seal) Doris Little (Seal) -88-585161 (Seal)

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

State of Illinois, County of Cook, ss. I, the undersigned, a Notary Public in and for said County

OFFICIAL SEAL GAR. MARIN NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 5/13/1989 I, the undersigned, a Notary Public in and for said County DO HEREBY CERTIFY that Linwood Little and Doris Little whose name is subscribed to the foregoing instrument, personally known to me to be the same persons, 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 19th day of August 1988 Commission expires 5-13 1989 Notary Public

Handwritten signature/initials

DEPT-01 RECORDING 88-585161-25 12222 TRAN 8596 12/20/88 10:51:00 1955 \* E \* -88-585461 COOK COUNTY RECORDER

Above Space For Recorder's Use Only

# UNOFFICIAL COPY

ADDITIONAL COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORTGAGE AND INCORPORATED THEREIN BY REFERENCE.

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which are damaged or destroyed; (2) keep said premises in good condition and repair, with no waste, and free from mechanics' liens or other liens or claims not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien on the premises, and to the lien hereof and upon request exhibit satisfactory evidence of the discharge of such lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises, to comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (5) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes and shall also special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall upon written request furnish to the Mortgagee copies of all receipts and receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest in the manner provided by statute any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now and hereafter on said premises insured against fire, lightning and windstorm under policies providing for payment by the insurer in the event of loss or damage to the premises, and shall repair the same or to pay in full the indebtedness secured hereby, all in compliance with the policy. The Mortgagee shall deliver all policies, including all bills of exchange, to the Mortgagee, and shall immediately upon receipt of the same deliver them to the Mortgagee. The Mortgagee shall also deliver to the Mortgagee a copy of the policy and a copy of the bill of exchange.

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## ASSIGNMENT

FOR VALUABLE CONSIDERATION, Mortgagee hereby sells, assigns and transfers the within mortgage to

Date: \_\_\_\_\_ Mortgagee: \_\_\_\_\_

D E L I V E R Y	NAME	Second City Construction
	STREET	3006 W. Diversey
	CITY	CHICAGO, ILL 60647
	INSTRUCTIONS	OR

Address: 3006 W. Diversey Chicago, Ill. 60647