

This instrument was prepared by

UNOFFICIAL COPY

Name **AMRE INC. AN AUTHORIZED SEARS CONTRACTOR**
Address **4949 W. ROYAL LANE IRVING, TEXAS 75063**



*MANUFACTURER'S HANOVER
CONSUMER SERVICES
5521 W 95th ST
HENRY HILLS, IL 60627*

88040694

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE

THIS MORTGAGE is made this 18th day of November 1987
between the Mortgagor **BESSIE E. SMITH and AUDREY JANE DONALDSON**
17526 MULBERRY DR., COUNTRY CLUB HILLS, ILLINOIS 60477 (herein "Mortgagor"),

whose address is _____
and the Mortgagee **AMRE INC. AN AUTHORIZED SEARS CONTRACTOR**
(herein "Lender") whose address is **4949 W. ROYAL LANE, IRVING, TEXAS 75063**
WHEREAS **BESSIE E. SMITH and AUDREY JANE DONALDSON** ("Borrower")

is indebted to Lender for the principal sum of U.S. \$ **10960.00** which indebtedness is
evidenced by a Retail Installment Contract dated **November 18, 1987** and extensions and renewals thereof
(herein "Note") with the balance of the indebtedness if not sooner paid due and payable on **1/25/98**

IN CONSIDERATION of and to secure the repayment of the indebtedness evidenced by the Note, with Finance Charge thereon as set forth in the Note, to secure the
payment of all other sums with interest thereon advanced in accordance herewith to protect the security of this Mortgage, and to secure the performance of the covenants and
agreements of Mortgagor herein contained, Mortgagee does hereby mortgage, grant, and convey to Lender, the following described property located in the County of **COOK**,
State of Illinois.

SEE EXHIBIT "A" ATTACHED.

RECORD DATA

88040694

060
Tax I.D.#28-34-114-022 -88-040694

DEPT-01 \$13.25
783332 TRAN 00160 01/27/88 15:20:00
00158 88 040694
COOK COUNTY RECORDER

which has the address of **17526 MULBERRY DR., COUNTRY CLUB HILLS**
Illinois **60477** (herein "Property Address")

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a
part of the property covered by this Mortgage, and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to
as the "Property."

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is
unencumbered, except for encumbrances of record. Mortgagor covenants that Mortgagor warrants and will defend generally the title to the Property against all claims and demands
subject to encumbrances of record.

Mortgagor and Lender covenant and agree as follows:

1 **Payment of Indebtedness** Mortgagor shall promptly pay when due the indebtedness evidenced by the Note.
2 **Taxes, Assessments, and Charges** Mortgagor shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which
may attach priority over this Mortgage and leasehold payments or ground rents, if any.

3 **Prior Mortgages and Deeds of Trust; Charges; Liens** Mortgagor shall perform all of Mortgagor's obligations under any mortgage, deed of trust or other security agreement
with a lien which has priority over this Mortgage, including Mortgagor's covenants to make payments when due.
4 **Hazard Insurance** Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term
"extended coverage" and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Mortgagor subject to approval by Lender, provided that such approval shall not be unreasonably withheld. All
insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgagee clause in favor of and in a form acceptable to Lender. Lender
shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this
Mortgage.

In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Mortgagor.
If the Property is abandoned by Mortgagor, or if Mortgagor fails to respond to Lender within 30 days from the date notice is mailed by Lender to Mortgagor that the insurance carrier
offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the
sums secured by this Mortgage.

5 **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments** Mortgagor shall keep the Property in good repair and shall not
commit waste or permit demolition, impairment, or deterioration of the Property, and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is
on a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration and covenants creating and governing the
condominium or planned unit development, pursuant to the laws and regulation of the condominium or planned unit development, and constituent documents.

6 **Protection of Lender's Security** If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which
materially impairs or endangers the Property, then Lender, at Lender's option, upon notice to Mortgagor, may make such appearances, disburse such sums, including reasonable
attorney's fees, and take such other action as may be necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage,
Mortgagor shall pay the premium and interest thereon, such insurance in effect until such time as the requirement for such insurance terminates in accordance with Mortgagor's and
Lender's written agreement or applicable law.

Any amount of such insurance proceeds paid to the Mortgagor with interest thereon at the Note rate, shall become additional indebtedness of Mortgagor secured by this Mortgage.
Under this Mortgage, Mortgagor shall be obligated to pay such amounts, with the payable upon notice from Lender to Mortgagor requesting payment thereof. Nothing contained in
this Paragraph shall require Lender to incur any expense or take any action hereunder.

7 **Inspection** Lender may, in its discretion, make reasonable entries upon and inspections of the Property, provided that Lender shall give Mortgagor notice prior to any such
inspection specifying reasonable cause therefor related to Lender's interest in the Property.

8 **Condemnation** In the event of any condemnation or other takings of the Property, or part thereof, or of any easement, right, or interest therein, all such damages, interest and consequential damages, if any, shall be assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien
which has priority over this Mortgage.

9 **Mortgagor Not Released; Forbearance By Lender Not a Waiver** Extension of the time for payment of any amount due under this Mortgage, or the sum secured by the Mortgage,
grants to Mortgagor, and extends to all successors in title of Mortgagor, the time for the payment of the principal of this Mortgage and Mortgage interest, and extends to all successors in title of
Mortgagor, the time for the payment of the principal of this Mortgage and Mortgage interest. Any forbearance by Lender shall not constitute a waiver of Mortgagor's obligations under this
Mortgage or any other security agreement with a lien which has priority over this Mortgage.

ORIGINAL

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NOTICE COPY

10. Successors and Assigns Bound: Joint and several liability. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Mortgagor subject to the provisions of Paragraph 12 hereof. All covenants and agreements of Mortgagor shall be joint and several. Any Mortgagor who co-signs this Mortgage, but who is not a party to the Note, (a) by signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Mortgagor hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Mortgagor's consent and without releasing that Mortgagor or modifying this Mortgage as to that Mortgagor's interest in the Property.

11. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located, except that if the Note specifies the law of a different jurisdiction as governing, such law shall be the applicable law governing the interest rate, fees, charges, and other terms of the credit transaction secured hereby. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses", and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

12. Transfer of the Property. If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

13. Acceleration; Remedies. Except as provided in paragraph 12 hereof, upon Mortgagor's breach of any covenant or agreement of Mortgagor in the Note or this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

14. Lender's Right to Allow Mortgagor to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Mortgagor's breach, Lender may in Lender's total discretion, discontinue any proceedings begun by Lender to enforce this Mortgage at any time prior to entry of a judgement enforcing this Mortgage if: (a) Mortgagor pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred, (b) Mortgagor cures all breaches of any other covenants or agreements of Mortgagor contained in this Mortgage; (c) Mortgagor pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Mortgagor contained in this Mortgage, and in enforcing Lender's remedies as provided in Paragraph 13 hereof, including, but not limited to, the attorneys' fees provided for in Paragraph 13, and (d) Mortgagor takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred. The rights granted in this Paragraph 14 shall in no way be construed as allowing Mortgagor to reinstate at Mortgagor's will, it being understood that such reinstatement is totally within the discretion of the Lender.

15. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Mortgagor hereby assigns to Lender the rents of the Property provided that Mortgagor shall, prior to acceleration under Paragraph 13 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 13 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

16. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordation, if any.

17. Waiver of Homestead and Exemption Rights. To the extent permitted by law, Mortgagor hereby waives and transfers to Lender any homestead or other exemption rights granted under applicable state or federal law with respect to the Property.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Mortgagor and Lender request the holder of any mortgage, deed of trust, deed to secure debt, or other encumbrance with a lien which has priority over this Mortgage to give notice to Assignee, MANUFACTURERS HANOVER CONSUMER SERVICES, INC., a Delaware corporation, c/o the office address of the registered agent of Assignee on file with the Illinois Secretary of State, Corporation Division, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage on the date first above mentioned.

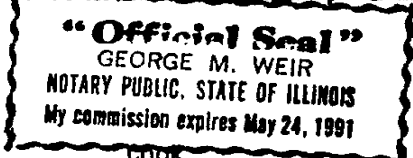
Carol Wagner Bessie E. Smith
CAROL WAGNER BESSIE E. SMITH
Gail Meaders Audrey Jane Donaldson
GAIL MEADERS AUDREY JANE DONALDSON

STATE OF ILLINOIS, COOK County ss:

I, George M. Weir, Notary Public in and for said county and state, do hereby certify that BESSIE E. SMITH and AUDREY JANE DONALDSON personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that, they signed and delivered the said instrument as their free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18th day of November, 1987.

My Commission expires: _____
George M. Weir Notary Public



ASSIGNMENT

STATE OF ILLINOIS, COOK County ss:

AMRE, INC.
the holder (Mortgagee) of the foregoing Mortgage, in consideration of the sum of \$10,960.00, received from MANUFACTURERS HANOVER CONSUMER SERVICES INC., a Delaware corporation ("Assignee") on this 4TH day of JANUARY, 1988 assigns all of its right, title, and interest in and to said Mortgage and the Note and debt described therein to Assignee.

Signed, sealed and delivered in the presence of:
Mary Wellendorf Sandra Nelson
Lulu Chrzaszcz Sandra Nelson - Loan Processor
Mortgagee: AMRE, INC.
By: _____
By: SANDRA NELSON - LOAN PROCESSOR

ACKNOWLEDGEMENT FOR CORPORATION

ACKNOWLEDGEMENT FOR INDIVIDUAL(S)

STATE OF TEXAS DALLAS County ss:
The foregoing ASSIGNMENT was acknowledged before me this 4TH day of JANUARY, 1988 by SANDRA NELSON - LOAN PROCESSOR

STATE OF ILLINOIS, _____ County ss:
I, _____, Notary Public in and for said county and state, do hereby certify that _____ personally known to me to be the same person(s) whose name(s) _____ subscribed to the foregoing ASSIGNMENT, appeared before me this day in person, and acknowledged that, _____ signed and delivered the said ASSIGNMENT as _____ free voluntary act, for the uses and purposes therein set forth

AMRE, INC.
TEXAS corporation.
on behalf of said corporation

Given under my hand and official seal, this _____ day of _____, 19____

My Commission Expires: 1-19-91

My Commission expires _____

(SEAL) Mary L. Branson
Notary Public
MARY L. BRANSON

Notary Public

UNOFFICIAL COPY

EXHIBIT "A"

Lot 98 no block number in J. E. Merrion's Country
Club Hills Unit Number Eight (8), a Subdivision
of part of the North 1/2 of the Northeast 1/4
of Section 34, Township 36 North, Range 13 East
of the Third Principal Meridian.

Property of Cook County Clerk's Office

88040694