MORTGAGE

On the 8 day of MORCH 1988, I SEAS 1 19.11er	
who live(s) at 2034 W 71 TEET Chicked Tire 6.6.6.76 (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 2034 W 7141 Street - Chickago All	
InCo.KCounty, Illinois (the "mortgaged property"), the legal description of which is as follows:	
Lot 722 and the West Half (W1/2) of Lot 723 in Allerton's Englewood Addition in the Southwest quarter (SW1/4) of Section 19, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.	
PIN Number(s): 20-19-339-033 TP ALL FRO	
P.I.N. Number(s): 20-19-339-033 TP ALL	
The Property Owner MORTGAGES and WARRANTS the mortgaged property to Oxford to provide security for a debt ewing under a Retail Installment Contract (the "Contract") dated 8 MCLCL 1984 between FSRIFL MILLER as Buyer and ALHON N CONST I FRINCE LING FIG. as a Contractor/Soller which Contract has been or is to be assigned to Oxford. The debt ewing under the Contract is \$ 5000. In a Contract of the Contract as the "Amount Financed") and is payable. So, where with a FINANCE CHARGE (as defined in the Contract) calculated at the interest rate specified in the Contract, in consecutive monity "Stallments of \$ 180.69 onch, commencing 60 days from the date of completion of the improvements described in the Contract, with the full debt, if not paid earlier, due 3.6 months after the due date of the first payment due under said Contract. The Contract of a 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: no Property Owner subjects the mortgaged property to payment of the debt due under the	
Contract. 2017 19 20 20 20 20 20 20 20 20 20 20 20 20 20	
secured by this mortgage 3. TAXES AND ASSESSMENTS: The Property Owner will play, on time, all taxes, assessments, and sewer, water or other charges on the mortgaged property.	
4. OTHER MORTGAGES: The Property Owner will pay, of tirle, all installments of principal and interest on any other mortgage on the mortgaged property, and will not violate any other term bifury 5.3 mortgage. 5. RECEIPTS: FAILURE TO MAKE CERTAIN PAYMENTS: Upon O dord will ten 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 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 pa, ments, the amount of such payment will be added to the dobt secured by this mortgage and will be a dobt of the Property Owner, payable on Oxford a camand, with interest equal to the lesser of a rate of 16% per year.	12.00
or the maximum rate permitted by law. 6. NO ALTERATION OF MORTGAGED PROPERTY. The Property Owner will not after, 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 indefault" as defined in the Contract accurs, or if any term of this mortgage is violated. As ford may demand the immediate payment of the antire debt due under the Contract and this mortgage. Upon payment in full after any such demand, a refund of the uncarned 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 interest in or power of direction mortage upon any sale or transfer of the mortgaged property or upon any assignment or pie ige or the bandical interest in or power of direction.	
over any land trust holding title to the mortgaged property. Upon payment in full after any such of mand, a retund of the uncarried 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 community, under this mortgage or the Contract. Oxford, in addition to its other remedies, may enter the mortgaged property for the purposes of the reflection.	
10. DEMAND IN PERSON OR BY MAIL: Domaind 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 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, judgm and 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. Shorted to 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 or esentatives, 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 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 lion, and in any such foreclosure suit there shall be allowed as additional indobtedness in the decree for sale all expenditures.	
which may be incurred on behalf of Oxford for reasonable atternoys' fees and other costs. The proceeds of any forceosure sale of the mortgaged property shall be distributed and applied in the following order of priority: First, on account of all expenses incident to the toreclosure precedings, 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 contracts the Reports 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 Presunce OI: Thomas M. Through Small (PROPERTY OWNER) Small (PROPERTY OWNER) (PROPERTY OWNER)	12. The state of t
(L.S.)	
This instrument was prepared by, and when recorded should be mailed to:	~ ~
OXFORD RESOURCES CORP 175 CROSSWAYS PARK WEST WOODBURY, N.Y. 11797	

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research UNOFFICIAL COPY

COL	UNTY OF)		a Notary Public	for and in said County,	do hereby certily t
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pen	sonally known to me to	be the same person(s) whose name(s) is (are)	subscribed to the foreg	oing instrument, appear	ed before me this
in p	erson, and acknowled	iged that he/she/the	signed and delivered th	e said instrument as his	/her/their free and volu	ntary act, for the u
and	purposes therein se	rorin, including the	elease and walver of the	right of homestead.		19
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My	commission expires.				(NOTARY PUBLIC)	
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