

UNOFFICIAL COPY

89452520

MORTGAGE

On the 20 day of MAY, 19 89

ROMEO + ROSALINA AGUADA

who live(s) at 2214 W. Cullom

(the "Property Owner") MORTGAGES and WARRANTS to Oxford Credit Corp. (Oxford) whose principal place of business is at 300 Crossways Park Drive 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 2214 W. Cullom

in Cook County in Illinois (the "mortgaged property") the legal description of which is as follows:

Lot 14 in Rudolph and Brown's Subdivision of Lot 2 in Block 1 in W.B. Ogden's Subdivision of the Southwest quarter of Section 18, Township 31 North, Range 124 East of the Third Principal Meridian, in Cook County, Illinois, PIN# 14-18-303-026

DEPT. OF RECORDS & CLERK'S OFFICE
CHIEF CLERK
3189 E. 89-452520
COOK COUNTY RECORDER

PIN Number(s): 14-18-303-026

The Property Owner, MORTGAGES and WARRANTS the mortgaged property to Oxford to provide security for a debt owing under a Retail Installment Contract (the "Contract") dated 5/20 19 89 between ROMEO + ROSALINA AGUADA is Buyer and STEVCO CONSTRUCTION CO. and Seller, which Contract has been or is to be assigned to Oxford, the debt owing under the Contract is \$ 7000 (referred to in the Contract as the "Amount Financed") and is payable to Oxford with a FINANCE CHARGE as defined in the Contract in consecutive monthly installments of \$ 161.88 per month commencing on the day from the date of completion of the improvements described in the Contract when the full debt is not paid earlier, due 72 months after the due date of the first payment due under said Contract and the Contract also provides for a late charge, however, no more than the total aggregate indebtedness secured by this mortgage except 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 as under the Contract.
 2. INSURANCE - The Property Owner will maintain an insurance against fire and other hazards of the mortgaged property for the benefit of Oxford, which fire proceeds for the insurance and all proceeds of other insurances paid to the extent of the unpaid debt secured by this mortgage.
 3. TAXES AND ASSESSMENTS - The Property Owner agrees to pay all taxes, assessments, levies, sewer, water, and other charges on the mortgaged property.
 4. OTHER MORTGAGES - The Property Owner will pay, or cause all to be paid, all principal and interest on any other mortgages on the mortgaged property, and will discharge or terminate any other mortgages.
 5. REPAIRS, EXPENSES, MAINTENANCE AND REPAIRS - The Property Owner will be responsible for the repair, maintenance, and replacement of any improvements on the mortgaged property, and will be responsible for the cost of any repairs, maintenance, and replacement of any improvements on the mortgaged property.
 6. NO ASSIGNMENT - The Property Owner will not assign, or cause to be assigned, any part of the mortgaged property, with or without the consent of Oxford, to any other person, firm, or corporation.
 7. ASSIGNMENT OF CONTRACT - The Property Owner will assign, or cause to be assigned, the Contract to Oxford, and will execute all documents necessary to carry out the terms of the Contract.
 8. DEFERRED PAYMENT - The Property Owner will not defer payment of any part of the debt secured by this mortgage, or of any part of the debt secured by any other mortgage on the mortgaged property, to any other person, firm, or corporation.
 9. DEMAND - If any part of the debt secured by this mortgage, or of any part of the debt secured by any other mortgage on the mortgaged property, is not paid when due, the Property Owner will be deemed to have made a demand for payment of the debt secured by this mortgage, and the Property Owner will be deemed to have made a demand for payment of the debt secured by any other mortgage on the mortgaged property.
 10. WAIVER OF DEFENSE - The Property Owner waives any defense that may be asserted by the Property Owner against the enforcement of this mortgage, or of any other mortgage on the mortgaged property, and waives any right to set aside or annul this mortgage, or of any other mortgage on the mortgaged property, on the ground that the Property Owner was misled, deceived, or coerced, or that the Property Owner was under duress, or that the Property Owner was unable to understand the nature and consequences of this mortgage, or of any other mortgage on the mortgaged property, at the time this mortgage, or of any other mortgage on the mortgaged property, was made.
 11. ASSIGNMENT OF CONTRACT - The Property Owner will assign, or cause to be assigned, the Contract to Oxford, and will execute all documents necessary to carry out the terms of the Contract.
 12. DEFERRED PAYMENT - The Property Owner will not defer payment of any part of the debt secured by this mortgage, or of any part of the debt secured by any other mortgage on the mortgaged property, to any other person, firm, or corporation.
 13. DEMAND - If any part of the debt secured by this mortgage, or of any part of the debt secured by any other mortgage on the mortgaged property, is not paid when due, the Property Owner will be deemed to have made a demand for payment of the debt secured by this mortgage, and the Property Owner will be deemed to have made a demand for payment of the debt secured by any other mortgage on the mortgaged property.
 14. WAIVER OF DEFENSE - The Property Owner waives any defense that may be asserted by the Property Owner against the enforcement of this mortgage, or of any other mortgage on the mortgaged property, and waives any right to set aside or annul this mortgage, or of any other mortgage on the mortgaged property, on the ground that the Property Owner was misled, deceived, or coerced, or that the Property Owner was unable to understand the nature and consequences of this mortgage, or of any other mortgage on the mortgaged property, at the time this mortgage, or of any other mortgage on the mortgaged property, was made.
 15. ASSIGNMENT OF CONTRACT - The Property Owner will assign, or cause to be assigned, the Contract to Oxford, and will execute all documents necessary to carry out the terms of the Contract.
 16. DEFERRED PAYMENT - The Property Owner will not defer payment of any part of the debt secured by this mortgage, or of any part of the debt secured by any other mortgage on the mortgaged property, to any other person, firm, or corporation.
 17. DEMAND - If any part of the debt secured by this mortgage, or of any part of the debt secured by any other mortgage on the mortgaged property, is not paid when due, the Property Owner will be deemed to have made a demand for payment of the debt secured by this mortgage, and the Property Owner will be deemed to have made a demand for payment of the debt secured by any other mortgage on the mortgaged property.
 18. WAIVER OF DEFENSE - The Property Owner waives any defense that may be asserted by the Property Owner against the enforcement of this mortgage, or of any other mortgage on the mortgaged property, and waives any right to set aside or annul this mortgage, or of any other mortgage on the mortgaged property, on the ground that the Property Owner was misled, deceived, or coerced, or that the Property Owner was unable to understand the nature and consequences of this mortgage, or of any other mortgage on the mortgaged property, at the time this mortgage, or of any other mortgage on the mortgaged property, was made.
 19. ASSIGNMENT OF CONTRACT - The Property Owner hereby authorizes Oxford to determine the legal description of the mortgaged property and enter it in this mortgage.

This mortgage has been duly executed by the Property Owner

In Presence of
Stephen Spwak
with the following witnesses:

Rosalina Aguada
Mortgagee
Romeo Aguada
Mortgagee

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

OXFORD CREDIT CORP.
300 CROSSWAYS PARK DRIVE
WOODBURY, NEW YORK 11797



89452520

12-100

UNOFFICIAL COPY

05252102

STATE OF ILLINOIS)
COUNTY OF COOK) ss

I, _____, a Notary Public for and in said County, do hereby certify that _____ and _____ (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 _____ day of _____, 19____
My commission expires _____, 19____

(NOTARY PUBLIC)

STATE OF ILLINOIS)
COUNTY OF COOK) ss

I, Edward Spunk and Stephen Spunk, 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 2552 N. Damen that he/she knows said Roseo Rosalina Ag. ADA to be the individual(s) described in, and who executed, the foregoing instrument as his/her 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 19 day of July, 1989
My commission expires Feb 16, 1990

(NOTARY PUBLIC)

OCC 16-3 ILL

1/88

05252102

MORTGAGE

Roseo Rosalina Ag. ADA

**TO —
OXFORD CREDIT CORP.**

The land affected by this instrument lies in

the _____
of _____
COUNTY OF COOK
STATE OF ILLINOIS

SECTION _____
BLOCK _____
LOT _____

Oxford Credit Corp
30 Broadway Pl
Hamden, CT

05252102

115000