

UNOFFICIAL COPY

89473639

MORTGAGE

On the 20 day of July, 1987

who lives at 8534 S. Drexel Chicago, IL.

(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: 8534 S Drexel Chicago, IL.

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

Lot 14 (except the North R. 33 feet thereof) and North 16.67 feet of Lot 15 in Block 4 in William Ashron's Subdivision of the West 30 acres of the South 60 acres of the West 1/4 of the Southwest 1/4 of Section 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois: Commonly known as: 8534 S. Drexel, Chicago, Illinois.

PIN Number(s) 20-35-310-054

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 7-20-87 between Wilma J. Talbot as Buyer and CHICAGO Home Imp. Serv. Inc. Div. #2 as Contractor/Seller which Contract has been or is to be assigned to Oxford. The Contract being under that Contract a sum of \$ 18,500 referred to in the Contract as the "Amount Financed" and is payable together with a FINANCE CHARGE (as defined in the Contract) allocated at the interest rate specified in the Contract in consecutive monthly installments of \$ 313.55 each commencing 60 days from the date of completion of the improvements described in that Contract with the full debt if not paid within 120 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 secured under the Contract.
2. INSURANCE. The Property Owner shall maintain a surplus against fire and other hazards on the mortgaged property for the benefit of Oxford. The Property Owner shall transfer to Oxford all proceeds of such insurance to the extent of the 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 payments on any other mortgage or other indebtedness secured by the mortgaged property and will not violate any other terms of any other mortgage.
5. RECEIPTS. FAILURE TO MAKE CERTAIN PAYMENTS. Upon Oxford's request, the Property Owner shall furnish receipts for all payments made by the Property Owner to the Contractor/Seller or to the lender of the mortgage.
6. DEMAND FOR PAYMENT. If the Property Owner fails to make any payment due under the Contract, Oxford may, at its option, demand immediate payment of the full amount due under the Contract, together with interest, and may foreclose on the mortgaged property.
7. IMMEDIATE PAYMENT. If the Property Owner fails to make any payment due under the Contract, Oxford may, at its option, demand immediate payment of the full amount due under the Contract, together with interest, and may foreclose on the mortgaged property.
8. DEBT DUE ON SALE. If the Property Owner fails to make any payment due under the Contract, Oxford may, at its option, demand immediate payment of the full amount due under the Contract, together with interest, and may foreclose on the mortgaged property.
9. ASSIGNMENT. The Property Owner assigns to Oxford all rights in the mortgaged property and all proceeds of any sale or foreclosure of the mortgaged property.
10. DEMAND FOR PAYMENT. If the Property Owner fails to make any payment due under the Contract, Oxford may, at its option, demand immediate payment of the full amount due under the Contract, together with interest, and may foreclose on the mortgaged property.
11. SALE AND FORECLOSURE. In case of foreclosure, the proceeds of the sale of the mortgaged property shall be applied to the payment of the debt secured by this mortgage.
12. LITIGATION. The Property Owner agrees to defend any and all suits brought by Oxford to enforce the terms of this mortgage.
13. STATEMENT. The Property Owner agrees to provide a statement of the debt secured by this mortgage to Oxford upon request.
14. ENTIRE AGREEMENT. This mortgage constitutes the entire agreement between the Property Owner and Oxford.
15. TRANSFER OF INTEREST. The Property Owner agrees to transfer its interest in the mortgaged property to Oxford.
16. WAIVER OF HOMESTEAD. The Property Owner waives all right of homestead exemption in the mortgaged property.
17. GOVERNING LAW. This mortgage shall be governed by the law of the State of New York.
18. FORECLOSURE. If the debt secured by this mortgage becomes due, whether by expiration of time or by acceleration, the Property Owner shall be allowed an additional indebtedness of the debt for sale and expenses which may be incurred on behalf of Oxford for reasonable attorneys' fees and other costs. The proceeds of any foreclosure of the mortgaged property shall be distributed and applied in the following order of priority: First, to payment of all expenses incurred by the foreclosing lender; second, to payment of the debt secured by this mortgage; third, to payment of the debt secured by any other mortgage; and fourth, any surplus 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

I (We) acknowledge that I (we) have received a copy of this mortgage

Wilma J. Talbot (S)

(PROPERTY OWNER)

(S)

(PROPERTY OWNER)

(S)

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

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

UNOFFICIAL COPY

STATE OF ILLINOIS

COUNTY OF

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

I, MICHAEL E. ROWE, a Notary Public for and in said County, do hereby certify that MICHAEL S. O'DONNELL, 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 4452 LEXINGTON CHURCH, ILL. that he/she knows said MICHAEL S. O'DONNELL 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/their execute the same, and that he/she, said subscribing witness, at the time subscribed his/her name as witness.
Given under my hand and notarial seal this 17th day of AUGUST, 1989.
My commission expires _____ 19____.

(NOTARY PUBLIC)



SEPT-81 RECORDING \$12.00
T88828 TRIM 0413 10/05/89 15:09:00
8254 S C # - 89 - 473639
COOK COUNTY RECORDER

OCC 16-3 ILL

1/88

MORTGAGE

Wilma Talbot

TO -
OXFORD CREDIT CORP.

The land affected by this instrument lies in

the _____
of _____
COUNTY OF COOK
STATE OF ILLINOIS

SECTION _____
BLOCK _____

LOT _____
Offshore Credit Corp
445 Lexington Church
Woodbury, NY 11797

89473639

117078