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89514373

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DEPT-01 RECORDING \$12.00
T42222 TRAN 4750 10/30/89 11:45:00
#5202 #0 *--89-514373
COOK COUNTY RECORDER

REAL ESTATE MORTGAGE

COOK COUNTY RECORDER

(This space for recorder's use only)

THIS INDENTURE WITNESSETH, THAT Calvin E. Gant and Fannie B. Gant, Husband & Wife
(Husband and wife) (single man) (single woman)

of 7147 S. Perry, Chicago, City of Chicago State of Illinois, Mortgagor(s)
(Address of Buyer) (Strike out designations that do not apply)

MORTGAGE and WARRANT to Steele & Loeber Lumber Company
of 8220 S. Cicero Ave., Burbank, Illinois 60459, Mortgagee.
(Seller's Address)

to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith, in the amount of \$ 6,000.00 financed payable to the order of and delivered to the Mortgagee, in and by which the Mortgagor promises to pay the contract and interest at the rate and in installments as provided in said contract with a final payment due on 10-25-94, the following described real estate, to wit:

Handwritten:
PIN# 20-28-206-CAT
7147 S. PERRY AVE
CHICAGO ILL
-89-514373

Lot 11 (except that part thereof lying Northeasterly of a line drawn from a point on the East line 12 feet South of the Northeast corner to a point on the North line 12 feet West of the Northeast corner of said lot) in block 10 in Eggleston's Second Subdivision, being the North 1/2 of the Northeast 1/4 (except the North 1/2 of the North 1/2 of the North 1/2 of the Northeast 1/4 heretofore) subdivided in Eggleston's Subdivision in Section 20, Township 30 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

situated in the County of Cook in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein contained

AND IT IS EXPRESSLY PROVIDED AND AGREED, That if all or any part of the property or an interest in the property is sold or transferred by Mortgagor without Mortgagee's prior written consent, Mortgagee, at Mortgagee's option, and in accordance with federal law, may require immediate payment in full of the entire amount due under the Mortgage and Home Improvement Retail Installment Contract. Mortgagee, at Mortgagee's option, may waive the right to declare the balance immediately due and may accept in writing an assumption agreement executed by the person to whom the Mortgagor is transferring or selling the interest in the property. If Mortgagee does allow Mortgagor's successor in interest to assume the obligation, Mortgagor will be released from further obligation under this Mortgage and the Home Improvement Retail Installment Contract.

IT IS FURTHER EXPRESSLY PROVIDED AND AGREED, That if default be made in the payment of the said contract, or of any part thereof; or in the case of waste or non-payment of taxes or assessments on said premises, or of a breach of any of the covenants or agreements herein contained, then in such case the whole of said sum, less unearned charges, secured by the said contract in this mortgage mentioned, shall thereupon, at the option of the said mortgagee, his or its attorneys or assigns, and as provided by law, become due and payable, and this mortgage may be foreclosed to pay the same, and it shall be lawful for the said mortgagee, his or its attorneys or assigns, to enter into and upon the premises hereby granted, or any part thereof, and to receive and collect all rents, issues and profits thereof.

UPON THE FORECLOSURE AND SALE of said premises, there shall be first paid out of the proceeds of such sale all expenses of advertisement, selling and conveying said premises, and reasonable attorney's fees; to be included in the decree; and all moneys advanced for taxes, assessments and other liens, then there shall be paid the unpaid balance of said contract whether due and payable by the terms thereof or not.

DATED, This 30 day of Aug A.D. 1989

x Calvin E. Gant (SEAL)
Mortgagor
x Fannie B. Gant (SEAL)
Mortgagor
(Type or print names beneath signatures)

STATE OF ILLINOIS }
County of Cook } SS

I, Judith J. Smith in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That

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 (they) (he) (she) signed, sealed and delivered the said instrument as (their) (his) (her) free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. IN WITNESS WHEREOF, I hereunto set my hand and official seal this 30 day of August, 1989

"OFFICIAL SEAL"
JUDITH J. SMITH
Notary Public, State of Illinois
My Commission Expires 7/30/91

Judith J. Smith
Notary Public

THIS INSTRUMENT WAS PREPARED BY

STEELE & LOEBER
Name
9035 S. HAISTER CHICAGO IL
Address

Vertical handwritten: C-1 89-514373-306-017

Vertical handwritten: 89514373

Vertical handwritten: 89514373

Handwritten: 1200

UNOFFICIAL COPY

DM-032377

88214358

After recording mail to:

Date:

REAL ESTATE MORTGAGE

TO

REAL ESTATE MORTGAGE

REAL ESTATE MORTGAGE

MORTGAGE AND WARRANT

ASSIGNMENT

The undersigned, for value received, does hereby grant, bargain, sell, assign, transfer and set over to

all right, title and interest in and to the Mortgage appearing on the reverse side hereof and the money due and to become due on the Home Improvement Retail Installment Contract secured thereby and warrants that no liens have been filed by Assignor on the property described in the Mortgage.

By _____ Title _____

ACKNOWLEDGMENT

STATE OF _____ } ss.
County of _____

On this _____ day of _____, 19____, there personally appeared before me

known or proven to me to be the person whose name is subscribed to the within assignment, and acknowledged that he/she executed the same, as his/her free and voluntary act of the purposes therein contained and

(in the event the assignment is by a corporation) that he/she is _____ and was authorized to execute the said assignment and the seal affixed thereto, if any, is the seal of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires _____

88214358

89514373

NOTARY PUBLIC
JENNIFER A. HENNING
Notary Public, State of Illinois
My Commission Expires 12/31/2011