

DEC 15 1989

THE MORTGAGOR(S)

UNOFFICIAL COPY

Name of Buyer and Owner

89539225

in the County of Cook (County) and State of Illinois (State) Mortgage and Warrant to (Name of Seller)

herein after called Mortgagee of the City of Chicago County of Cook (County) and State of Illinois (State) to secure the payment of \$ (Total of Payments) evidenced by that certain Retail Installment Contract, bearing even date herewith

ALL OF THE FOLLOWING DESCRIBED REAL ESTATE, to-wit

1621-223-034

32048633

Property of Cook County Clerk's Office

TRW REAL ESTATE LOAN SERVICES SUITE #1015 100 N. LaSALLE CHICAGO, IL 60602

89539225

And it is further provided and agreed that if default be made in the payment of said principal or any of them or any part thereof...

If this mortgage is subject and subordinate to another mortgage...

And the said Mortgagor further covenants and agrees...

BT

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If not prohibited by law or regulation, this mortgage and all sums hereby secured shall become due and payable to the Mortgagee and without notice of the Mortgagor forthwith upon the conveyance of the Mortgagor's title to all or any part of the mortgaged property and premises thereon for the vesting of such title in any manner in persons or entities other than, or with, the Mortgagor unless the purchaser or transferee assumes the indebtedness secured hereby with the consent of the Mortgagee.

And said Mortgagor further agrees that in case of default in the payment of the interest on said contract when it becomes due and payable it shall bear like interest with the principal of said contract.

And it is further expressly agreed by and between said Mortgagor and Mortgagee, that in default or failure in the payment of said contract or in any of them or any part thereof, or the interest thereon, or any part thereof, when due, or in case of a breach in any of the covenants, or agreements herein contained, or in case said Mortgagee is made a party to any suit by reason of the existence of this mortgage, then or in any such cases, said Mortgagor shall at once owe said Mortgagee reasonable attorney's or solicitor's fees for protecting its interest in such suit and for the collection of the amount due and secured by this mortgage, whether by foreclosure proceedings or otherwise, and a lien is hereby given upon said premises for such fees, and in case of foreclosure hereof, a decree shall be entered for such reasonable fees, together with whatever other costs or expenses may be due and secured hereby.

And it is further mutually understood and agreed, by and between the parties hereto, that the covenants, agreements and provisions herein contained shall apply to, and, as far as the law allows, be binding upon and held for the benefit of the heirs, executors, administrators and assigns of said parties respectively.

In witness whereof, the said Mortgagor has hereunto set his hand and seal this 15 day of October A.D. 19 89.

(Seals and Signatures of Mortgagors)

STATE OF ILLINOIS, County of DEER ss

I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify that the Mortgagors, Pablo + Maria Elena Dominguez

personally known to me to be the same persons whose names subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as 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 seal this 15 day of October A.D. 19 89.

My commission expires 19 Notary Public

TRANSFER AND ASSIGNMENT

STATE OF ILLINOIS ) ss: COUNTY OF )

For value received the undersigned hereby transfers, assigns and conveys unto 1st Credit Corporation all right, title, interest, powers and options in to and under the within mortgage from Pablo + Maria Elena Dominguez to First Family Builders (Buyer/Mortgagors) (Seller)

as well as to the land described herein and the indebtedness secured thereby In witness whereof the undersigned has hereunto set his hand and seal, this 19 day of

Witnessed by: Donald Przanek (Seal) By First Family Builders (Seal) (Title)

STATE OF ILLINOIS ) ss: COUNTY OF )

Personally appeared Donald Przanek (Seller's Employee Signing Assignment) of Chicago Illinois (Seller's City/Town) signer and sealer of the foregoing instrument and

acknowledged the same to be his/her free act and deed and the free act and deed of said 1st Family Builders (Seller's Name) before me.

Notary Public

REAL ESTATE MORTGAGE

5-10-89

DO NOT WRITE IN ABOVE SPACE

TO

Mail to 1st CREDIT CORP 570 LAKE COOK RD DEERFIELD, IL 60015