

REAL ESTATE MORTGAGE

THE MORTGAGOR(S) CHARLES HARRINGTON AND DINA L. METZGER (Name of Buyer and Other Owners) 89195475

3602 SIGWALT

of the CITY OF ROLLING MEADOWS (City/Town) in the County of COOK (County) and

State of IL (State), Mortgage and Warranty to AMRE INC. AN AUTHORIZED SEARS CONTRACTOR (Name of Seller)

hereinafter called Mortgagee, of the CITY OF IRVING County of DALLAS (County) and

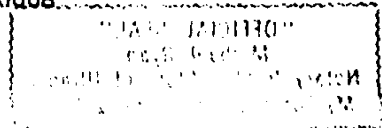
State of TX (State) to secure the payment of \$ 18660.00 (Total of Payments) evidenced by that

certain Retail Installment Contract, bearing even date herewith, as MARCH 25, 1989

ALL OF THE FOLLOWING DESCRIBED REAL ESTATE, to-wit:

LOT 1268 IN ROLLING MEADOWS UNIT NO. 7, BEING A SUBDIVISION OF THE SOUTH HALF OF SECTIONS 25 AND 26 AND IN THE NORTH HALF OF SECTIONS 35 AND 36, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED JAN. 18, 1955, AS DOCUMENT 16126030 IN COOK COUNTY, ILLINOIS.

PROPERTY IS KNOWN FOR POSTAL PURPOSES AS: 3602 SIGWALT ROLLING MEADOWS IL 60008



89195475

Including the rents and profits arising or to arise from the real estate from default until the time to redeem from any sale under judgment of foreclosure shall expire, situated in the County of COOK and 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 or breach of any of the covenants, agreements, or provisions herein contained.

And it is further provided and agreed that if default be made in the payment of said contract (or any of them) or any part thereof, or the interest thereon or any part thereof, when due, or in case of waste or non-payment of taxes or assessments, or neglect to procure or renew insurance, as hereinafter provided, then and in such case, the whole of said principal and interest secured by the contract in this mortgage mentioned shall thereupon, at the option of the holder of the contract, become immediately due and payable; anything herein or in said contract contained to the contrary notwithstanding and this mortgage may, without notice to said Mortgagor of said option or election, be immediately foreclosed; and it shall be lawful for said Mortgagee, agents or attorneys, to enter into and upon said premises and to receive all rents, issues and profits thereof, the same when collected, after the deduction of reasonable expenses, to be applied upon the indebtedness secured hereby, and the court wherein any such suit is pending may appoint a Receiver to collect said rents, issues and profits to be applied on the interest accruing after foreclosure sale, the taxes and the amount found due by such decree.

If this mortgage is subject and subordinate to another mortgage, it is hereby expressly agreed that should any default be made in the payment of any installment of principal or of interest on said prior mortgage, the holder of this mortgage may pay such installment of principal or such interest and the amount so paid with legal interest thereon from the time of such payment may be added to the indebtedness secured by this mortgage and the accompanying contract shall be deemed to be secured by this mortgage, and it is further expressly agreed that in the event of such default or should any suit be commenced to foreclose said prior mortgage, then the amount secured by this mortgage and the accompanying contract shall become and be due and payable at any time thereafter at the sole option of the owner or holder of this mortgage.

And the said Mortgagor further covenants and agrees to and with said Mortgagee that Mortgagor will in the meantime pay all taxes and assessments on the said premises, and will as a further security for the payment of said indebtedness keep all buildings that may at any time be upon said premises insured for fire, extended coverage, vandalism and malicious mischief in some reliable company, up to the insurable value thereof, or up to the amount remaining unpaid of the said indebtedness by suitable policies, payable in case of loss to the said Mortgagee and to deliver to it all policies of insurance thereon, as soon as effected, and all renewal certificates therefor; and said Mortgagee shall have the right to collect, receive and receipt in the name of said Mortgagor or otherwise; for any and all money that may become payable and collectable upon any such policies of insurance by reason of damage to or destruction of said buildings or any of them, and apply the same less all reasonable expenses in obtaining such money in satisfaction of the money secured hereby, or in case said Mortgagee shall so elect, may use the same in repairing or rebuilding such building and in case of refusal or neglect of said Mortgagor thus to insure or deliver such policies, or to pay taxes, said Mortgagee may procure such insurance or pay such taxes, and all monies thus paid shall be secured hereby, and shall bear interest at eight percent and be paid out of the proceeds of the sale of said premises, or out of such insurance money if not otherwise paid by said Mortgagor.

This instrument prepared by VICKI GANNON LOW TYPIST (Name)

of AMRE INC. AN AUTHORIZED SEARS CONTRACTOR 4949 W. ROYAL LANE IRVING, TX 75063 Illinois (Address)

UNOFFICIAL COPY

If not prohibited by law or regulation, this mortgage and all sums hereby secured shall become due and payable at the option of the Mortgagee and without notice to Mortgagor forthwith upon the conveyance of Mortgagor's title to all or any portion of said mortgaged property and premises, or upon the vesting of such title in any manner in persons or entities other than, or with, 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 if default be made 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 indebtedness 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 be for the benefit of the heirs, executors, administrators and assigns of said parties respectively.

In witness whereof, the said Mortgagor s, ha s hereunto set THEIR hand s and seal s this 25 day of March A.D. 19 89.

(SEAL)
CHARLES MARRIOTT *Charles Marriott* (SEAL)
DIANA L. MUELLER *Diana L. Mueller* (SEAL)

(Signatures) (SEAL)

STATE OF ILLINOIS, County of COOK ss:
I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify that the Mortgagors,

CHARLES MARRIOTT
DIANA L. MUELLER

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 my seal this 25 day of March A.D. 19 89.

"OFFICIAL SEAL"
Michael Ryan
Notary Public, State of Illinois
My Commission Expires 2/1/93
My commission expires 2-1-93

Michael Ryan Notary Public Michael Ryan \$12.00

TRANSFER AND ASSIGNMENT \$2241 + E * -89-195475
COOK COUNTY RECORDER

STATE OF ILLINOIS)
) ss:
COUNTY OF)

For value received the undersigned hereby transfers, assigns and conveys unto _____ all right, title, interest, powers and options in, to and under the within mortgage

from _____ (Buyer/Mortgagors) to _____ (Seller) as well as to the land described herein and the indebtedness secured thereby. In witness whereof the undersigned ha _____ hereunto set _____ hand and seal, this _____ day of _____, 19 _____.

Witnessed by: _____ (Seal)
By _____ (Seal)

STATE OF ILLINOIS)
) ss:
COUNTY OF)

Personally appeared _____ of _____ (Seller's Employee Signing Assignment) (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 _____ (Seller's Name) before me.

Notary Public

CHARLES MARRIOTT and DIANA L. MUELLER

DO NOT WRITE IN ABOVE SPACE

TO

SEARS ROEBUCK AND COMPANY
6949 W. ROYAL LANE
IRVING, TEXAS 75063

Mail to:

SEARS INC. AN AUTHORIZED SEARS CONTRACTOR

6949 W. ROYAL LANE

IRVING, TEXAS 75063

ATTN: S. WALKER

89195475

125/2

REAL ESTATE MORTGAGE