

REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

Real Estate Index Number (This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT MICHAEL A. SMITH SUSAN C. SMITH 324 MORRIS City of DANVINE State of Illinois, Mortgagor(s) SUN SPACE DESIGN LTD. Mortgagee

to secure payment of that certain Retail Installment Contract (Home Improvement) executed by the MORTGAGOR(S) bearing even date herewith, payable to the MORTGAGEE above named, in the total amount of \$ 40,470.00 being payable in 120

consecutive monthly installments of 337.25 each, commencing two (2) month(s) from the date of completion of the property improvements described in said Retail Installment Contract and on the same day of each subsequent month until paid, or any amendment to said Retail Installment Contract, or any consolidation thereof pursuant to the Illinois Retail Installment Sales Act, together with delinquency and collection charges, if any, the real estate located above, and more fully described on Schedule A attached hereto and made a part hereof.

together with all present improvements thereon, rents, issues and profits thereof, 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 the Mortgagor(s) shall pay all taxes and assessments upon said premises when due, shall keep the buildings thereon insured to their full insurable value for the benefit of Mortgagee, shall pay all installments of prior mortgages (trust deeds) on said premises, and interest thereon, when due, and shall keep said premises in good repair. In the event of the failure of Mortgagee(s) to comply with any of the above covenants, Mortgagee, in addition to its other rights and remedies, is authorized, but is not obligated, to attend to the same, and the amount paid therefor, together with interest thereon at the rate of 8% per annum, shall be due on demand and shall be added to the indebtedness secured by this mortgage. If default be made in the payment of the said Retail Installment 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 any such case the whole of the sum secured hereby shall thereupon, at the option of Mortgagee, his or its attorneys or assigns, become immediately due and payable, and this mortgage may be immediately foreclosed to pay the same, and it shall be lawful for 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.

THE MORTGAGOR IS TO MAINTAIN Fire and Extended Coverage or other physical damage insurance for the benefit of the Mortgagee, and Flood insurance as required under the Flood Disaster Protection Act. 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 attorneys' fees, to be included in the decree, and all moneys advanced for taxes, assessments, liens, insurance and other charges; then there shall be paid the sums provided for in said Retail Installment Contract, whether due and payable by the terms thereof or not.

DATED, this 22 day of October, AD. 19 88

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. Michael A. Smith (SEAL) Mortgagor Susan C. Smith (SEAL) Mortgagor

NOTE: This document is a mortgage which gives your contractor its assignees a security interest in your property. The mortgage is taken as collateral for the performance of your obligations under your home improvement contract.

STATE OF ILLINOIS } This Mortgage was signed at COUNTY OF COOK } ss.

I, 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 that he/she resides at

that he/she knows said 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/them execute the same, and that he/she, said subscribing witness, at the time subscribed his/her name as witness therein.

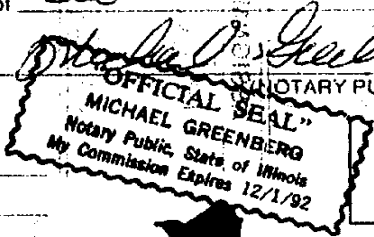
Given under my hand and notarial seal this day of 19 My commission expires 19 (NOTARY PUBLIC)

STATE OF ILLINOIS } COUNTY OF COOK } ss.

MICHAEL GREENBERG, a Notary Public for and in said County, do hereby certify that MICHAEL A. SMITH and SUSAN C. SMITH (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 1988 My commission expires 1992 (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY Name: Michael A. Greenberg Address: 320 N. W. 5th St., Oakbrook, Ill.



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Property of Cook County Clerk's Office

Legal Description: Lot 30 in Block 21 in Winston Park NW Unit #2, being a Sub in Section 13, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

Said premises are known as + by: 324 Morris, Palatine, IL 60067
Real Estate Index Number: 02-13-311-023

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