

UNOFFICIAL COPY

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#2376

THE MORTGAGORS MICHAEL C. BROOKS AND MAXIE J. BROOKS, HUSBAND AND WIFE

of the City of Chicago in the County of Cook and

State of Illinois, MORTGAGE and WARRANT to Crafter Corporation

1252 West 127th Street, of the Village of Calumet Park

County of Cook and State of Illinois, to secure the payment

of a certain retail installment contract executed by Michael C. Brooks and Maxie J. Brooks

bearing date of 4-3-89, payable to the order of (\$ 14,256.00) Fourteen thousand two hundred fifty-six & 00/100

Dollars payable as follows: (60) payments of (\$237.60)

Two hundred thirty-seven & 60/100 Dollars, starting on the first day of August

19 89, and continuing on the same day of each successive month thereafter until fully paid, and the following described real estate, to wit:

Lot 170 in Roseland Heights Subdivision of the Southwest 1/4 of the Southwest 1/4 of Section 10, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Index Number: 25-10-323-017

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DEPT-01 \$12.00
T#5555 TRAN 6563 07/20/89 16:01:00
#0371 E *89-332389
COOK COUNTY RECORDER

(COMMONLY KNOWN AS: 59 East 102nd Place, Chicago, Illinois 60628

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.

If default be made in the payment of the said contract, or of any part thereof, or the interest thereon, or any part thereof, at the time and in the manner above specified for the payment thereof, or in case of waste or non-payment of taxes or assessments on said premises, or of a breach of any of the covenants or agreement herein contained, then and in such case the whole of said principal sum and interest, secured by the said contract in this mortgage mentioned, shall thereupon, at the option of the said mortgagee S., its heirs, executors, administrators, attorneys or assigns, become immediately due and payable; and this mortgage may be immediately foreclosed to pay the same by said mortgagee S., its heirs, executors, administrators, attorneys or assigns; and it shall be lawful for the said mortgagee S., its heirs, executors, administrators, 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 filing of any complaint to foreclose this mortgage in any Court having jurisdiction thereof, such Court may appoint or any proper person receiver, with power to collect the rents, issues and profits arising out of said premises during the pendency of such foreclosure suit, and until the time to redeem the same from any sale that may be made under any decree foreclosing this mortgage shall expire; and such rents, issues and profits when collected may be applied toward the payment of the indebtedness and costs herein mentioned and described. And upon the foreclosure and sale of said premises, there shall be first paid out of the proceeds of such sale all expenses of advertisements, selling and conveying said premises, and attorneys' fees, to be included in the decree, and all moneys advanced for taxes, assessments and other liens; then there shall be paid the principal of said contract whether due and payable by the terms thereof or not, and the interest thereon.

Dated this twenty-seventh day of April 19 89

Michael C. Brooks (SEAL)
MAXIE J. BROOKS (SEAL)

THIS INSTRUMENT PREPARED BY: Crafter Corporation
1252 West 127th Street
Calumet Park, Illinois 60643

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89332389

Real Estate Mortgage

HOMEOWNERS SECURITY CORP.
P.O. BOX 225
LANSING, ILLINOIS 60438

Return To:

TO

My Commission Expires: 4-29-92

Norman F. Messer
Notary Public

I, the undersigned, a Notary Public in and for said County in the State aforementioned, DO HEREBY CERTIFY THAT: the persons whose names are subscribed to the foregoing instrument, are personally known to me to be duly authorized officers of the Crater Corporation, and THAT THEY appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument in writing as duly authorized officers of said corporation and caused the corporate seal of said corporation to be affixed thereto pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

State of ILLINOIS)
County of COOK)

Attest: *Norman F. Messer* Secy.
By: *Michael C. Brooks* Pres.

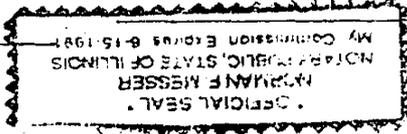
IN TESTIMONY WHEREOF, the said Crater Corporation hath hereunto caused its corporate seal to be affixed and these presents to be signed by its Secretary and attested to by its President on this 26th day of June 19 89

FOR VALUE RECEIVED, the annexed Mortgage to Crater Corporation which is recorded in the office of the Recorder of Cook County, Illinois, as Document Number _____ and the contract described therein which it secures are hereby assigned and transferred to the Home Owners Security Corporation without recourse upon the mortgage.

ASSIGNMENT OF MORTGAGE

68223363

My Commission Expires: 4-29-92



Norman F. Messer
Notary Public

Given under my hand and notarial seal this 27th day of April 19 89

I personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instruments as their free and voluntary act, for the uses and purposes therein set forth including the release and waiver of the right of homestead.

I, Norman F. Messer a Notary Public in and for said County, in the aforesaid State, DO HEREBY CERTIFY that Michael C. Brooks & Maxie J. Brooks

State of ILLINOIS)
County of COOK)

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