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**UNOFFICIAL COPY**  
REAL ESTATE MORTGAGE AND ASSIGNMENT OF MORTGAGE

S. 8911391

THE MORTGAGOR(S) BLANCH SMITH + TESSIE L. WHITEFIELD (jointly) (Name of Buyer and Other Owners)  
of the CITY OF CHICAGO (City/Town) in the County of COOK and  
State of ILLINOIS Mortgage and Warrant to AIAARD HOME IMP CORP (Name of Seller)  
hereinafter called Mortgagee, of the CITY OF CHICAGO County of COOK and  
State of ILLINOIS to secure the payment of \$ 30,860.40 evidenced by that  
certain Retail Installment Contract bearing even date herewith.  
ALL OF THE FOLLOWING DESCRIBED REAL ESTATE to-wit

lot 20 IN BRUST'S SUBDIVISION OF THE WEST 165 33/100 FEET OF BLOCK  
9 IN HARDING'S SUBDIVISION OF THE WEST HALF OF THE NORTH EAST QUARTER  
OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1990 SEP -5 AM 11: 16

90430547

14<sup>00</sup>

Commonly known as 3414 W. FRANKLIN CHICAGO, ILL.

PIN Number(s) 16-11-219-027-0000

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 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 rights to the 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 a default be made in the payment of said contract 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 Mortgagee 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.

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 due and payable at any time thereafter at the sole option of the owner or holder of this mortgage.

And the said Mortgagee further covenants and agrees to and with said Mortgagee that Mortgagee will in the meantime pay all taxes and assessments on the said premises, and will as a further covenant 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 theft by a 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 all policies of insurance hereon as soon as effected, and all renewal certificates thereon, and said Mortgagee shall have the right to collect, receive and receipt in the name of said Mortgagee 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 Mortgagee 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 Mortgagee.

If not prohibited by law or regulation, this mortgage and all suits hereby secured shall become due and payable at the option of the Mortgagee and without notice to Mortgagee forthwith upon the conveyance of Mortgagee'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, Mortgagee unless the purchaser or transferee assumes the indebtedness secured hereby with the consent of the Mortgagee.

And said Mortgagee 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 Mortgagee 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 Mortgagee 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 Mortgagee has hereunto set their hands and seals this 28<sup>th</sup> day of JUNE AD 1990

In Presence of  
Thomas J. [Signature] (Subscribing Witness)  
Blanch Smith (SEAL)  
Tessie Lee Whitefield (SEAL)

(Signatures)

# UNOFFICIAL COPY

STATE OF ILLINOIS )

) ss:

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_ a Notary Public for and in said County do hereby certify that \_\_\_\_\_ and \_\_\_\_\_ (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 of \_\_\_\_\_, 19\_\_\_\_, 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 \_\_\_\_\_, 19\_\_\_\_.

My commission expires \_\_\_\_\_ 19\_\_\_\_.

(NOTARY PUBLIC)

STATE OF ILLINOIS )

) ss:

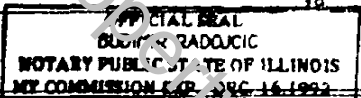
COUNTY OF Cook )

I, Budimir Radocvic a Notary Public for and in said County do hereby certify that Thomas J. Brophy the subscribing witness to the foregoing instrument

personally known to me, who, being by me duly sworn, did depose and say that he/she resides at 5366N. ELSTON Chicago, IL that he/she knows said Blanch Smith & Tessie Whitfield 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/they 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 28<sup>th</sup> day of July, 1992.

My commission expires \_\_\_\_\_ 19\_\_\_\_.



(NOTARY PUBLIC)

### TRANSFER AND ASSIGNMENT

STATE OF ILLINOIS )

) ss:

COUNTY OF Cook )

For value received the undersigned hereby transfers, assigns and conveys unto First Credit Corporation all right, title, interest, powers and options in, to and under the within mortgage from Blanch Smith & Tessie Whitfield to ALARD HOME IMP CORP (Buyer/Mortgagers) (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<sup>th</sup> day of July, 1992.

Witnessed by: ALARD HOME IMP CORP (Seal)

By: Thomas J. Brophy (N.P.) (Seal)

STATE OF ILLINOIS )

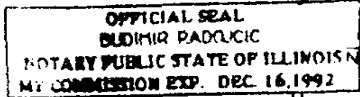
) ss:

COUNTY OF Cook )

Personally appeared Thomas J. Brophy of \_\_\_\_\_ (Seller's Employee Signing Assignment)

City of Chicago (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 ALARD HOME IMP CORP (Seller's Name) before me



Budimir Radocvic (Notary Public)

REAL ESTATE MORTGAGE

DO NOT WRITE IN ABOVE SPACE

THIS INSTRUMENT WAS PREPARED BY:

Name
Street Address
City
State
Zip

Mail to

FIRST CREDIT CORPORATION  
570 LAKE COOK ROAD • SUITE 115  
DEERFIELD, ILLINOIS 60015

Box 17

30430547

# UNOFFICIAL COPY

THE GRANTOR BLANCH SMITH, WALTER WHITFIELD AND TESSIE L. WHITFIELD  
Jointly  
of the CITY of CHICAGO County of COOK State of ILL.  
for the consideration of TEN ~~XX~~ DOLLARS  
in hand paid

CONVEYS and QUITCLAIMS to Tessie L. Whitfield and BLANCH SMITH (Jointly)

90329818

Their all interest in the following described Real Estate situated in the County of COOK and State of Illinois, to wit:

Lot 20 in Baust's subdivision of the West 165 33/100 Feet of Block 9 in Harding's Subdivision of the West Half of the North East quarter of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois.

P.I.N. 16-01-219-027-0000

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

DATED this 13 day of June 1990

Blanch Smith (SEAL) Walter Whitfield (SEAL)

Please Print or Type Names Below  
Tessie L. Whitfield (SEAL) \_\_\_\_\_ (SEAL)

90329818

State of Illinois, County of COOK, ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Blanch Smith, Walter Whitfield AND Tessie L. Whitfield personally known to me to be the same persons whose name and

IMPRESS SEAL HERE

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the 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 official seal, this 13 day of June, 1990.

Commission expires \_\_\_\_\_ 19\_\_\_\_. Budimir Radovic Notary Public

OFFICIAL SEAL  
BUDIMIR RADOVIC  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. DEC. 16, 1992

Address of Property:

3414 W. FRANKLIN PARK  
CHICAGO ILL 60624