

UNOFFICIAL COPY

REAL ESTATE MORTGAGE AND ASSIGNMENT OF MORTGAGE

90444929

THE MORTGAGORS MAE HELEN SMY LIE Name of Buyer and Other Owners:
of the CITY City/Town in the County of CHICAGO and
State of ILLINOIS Mortgage and Warranty to F. ALLEN INVESTMENT CO. Name of Lender
herein called Mortgagee of the CITY OF CHICAGO County of COOK and
State of ILLINOIS to secure the payment of \$ 10,439.20 evidenced by that
certain Retail Installment Contract bearing even date herewith (Total of Payments)
ALL OF THE FOLLOWING DESCRIBED REAL ESTATE to-wit:

LOT 26 (EXCEPT THE NORTH 19 FEET THEREOF) AND ALL OF LOT 25 IN BLOCK 9 IN RESUBDIVISION OF BLOCKS 1 TO 8 INCLUSIVE (EXCEPT THE NORTH 134 FEET OF BLOCKS 1 AND 2 AND EXCEPT THE NORTH 60 FEET OF THE SOUTH 350 FEET OF BLOCKS 7 AND 8) IN LYONS SUBDIVISION OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Commonly known as 5759 S. HONORE
P.I.N. Numbers: 20-18-219-020

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, claims and value of the Homestead Exemption Laws of the State of Illinois, and all right to 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 insurances as hereinafter provided then and in such case the whole of said principal and interest secured by this contract in this mortgage shall become immediately due and payable, anything here or in said contract to the contrary notwithstanding and this mortgage may, without notice to said Mortgagee or 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 rents, issues and profits thereon, 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 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 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 security for the payment of said indebtedness keep all buildings that may at any time be upon said premises insured for the 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 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 sums 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 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 insurances as hereinafter provided then and in such 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 allow 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 hand and seal this 11 day of JULY A.D. 1980.

In Presence of
Jeanne Vestrey (Seal)
(Subscribing Witness)
Mae Helen Smylie (Seal)
(Signatures)

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STATE OF ILLINOIS)

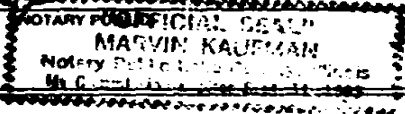
COUNTY OF _____)

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 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 _____, 19____
My commission expires _____, 19____
(NOTARY PUBLIC)

STATE OF ILLINOIS)

COUNTY OF Cook)

I, MARVIN KAUFMAN a Notary Public for and in said County, do hereby certify that SCARPE WHITNEY 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: 2320 N. DAVEN that he/she knows said MARIE HELEN SXYLIE 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 27 day of Aug, 1990
My commission expires _____, 19____



TRANSFER AND ASSIGNMENT

STATE OF ILLINOIS)

COUNTY OF _____)

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 MARIE HELEN SXYLIE (Buyer/Mortgagor) to S. ALLEN INVESTMENT CO. (Seller)

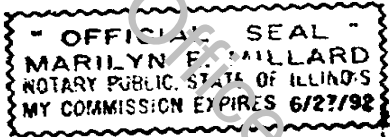
as well as to the land described herein and the indebtedness secured hereby. In witness whereof the undersigned has hereunto set hand and seal this 27 day of AUGUST, 1990
Witnessed by: S. ALLEN INVESTMENT CO. (Seal)

By: PHILIP
DEPT. OF RECORDING \$13.25
TELEPHONE TRAN 1438 09/12/90 13:16:00
#9934 + D * -90-444929
COOK COUNTY RECORDER

STATE OF ILLINOIS)

COUNTY OF COOK)

Personally appeared MARVIN KAUFMAN (Seller's Employee Signing As Agent) of HIGHLAND PARK (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 S. ALLEN INVESTMENT CO. (Seller's Name) before me
Marilyn E. Millard
Notary Public



90444929

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
90-444929

13-25