

REAL ESTATE MORTGAGE AND ASSIGNMENT OF MORTGAGE

30468816

THE MORTGAGOR(S) NORBERTO & ANGELICA GUEVARA (Name of Buyer and Other Owners)
NORBERTO GUEVARA AND ANGELICA GUEVARA, HIS WIFE (J)
of the CITY OF CHICAGO (Name of City or Town) in the County of COOK and
State of ILLINOIS Mortgage and Warranty to FIRST FAMILY BUILDERS (Name of Seller)

hereafter called Mortgagee, of the CITY OF CHICAGO County of COOK and
State of ILLINOIS to secure the payment of \$ 4,339.44 evidenced by that
certain Retail Installment Contract, bearing even date herewith,
(Total of Payments)

ALL OF THE FOLLOWING DESCRIBED REAL ESTATE, to wit:

LOTS 24 AND 25 IN BLOCK 24 IN S.S. HAYES' KELVYN GROVE ADDITION
TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 27,
TOWNSHIP 40-NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

REI TITLE SERVICES # R9-102

30468816

DEPT-01 RECORDING \$13.25
TH2222 TRAN 6778 09/26/90 12:44:00
#0671 # B \* -90-468816
COOK COUNTY RECORDER

Commonly known as: 4426 W. MONTANA, CHICAGO ILLINOIS
P.I.N. Number(s): 13-27-323-027

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 re-possess 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 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 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 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 hereon, 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.

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 has hereunto set THEIR hand S and seal S this 30TH day of
JULY A.D. 1990

In Presence of: Robert Guevara (SEAL)
Angelica Guevara (SEAL)
Donald [Signature] (Subscribing Witness)
(Signatures)

1325

30003000

# UNOFFICIAL COPY

STATE OF ILLINOIS )

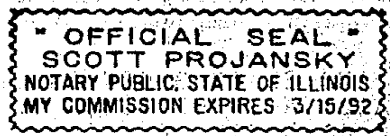
COOK ) ss:

I, SCOTT PROJANSKY a Notary Public for and in said County, do hereby certify that

NORBERTO GUEVARA and ANGELICA GUEVARA (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 7TH day of SEPTEMBER, 19 90

My commission expires 3/15, 19 92 Scott Projansky (NOTARY PUBLIC)



STATE OF ILLINOIS )

COOK ) ss:

I, \_\_\_\_\_, a 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 and say 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/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 \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

My commission expires \_\_\_\_\_, 19 \_\_\_\_\_ (NOTARY PUBLIC)

### TRANSFER AND ASSIGNMENT

STATE OF ILLINOIS )

COOK ) ss:

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 NORBERTO & ANGELICA GUEVARA to FIRST FAMILY BUILDERS (Buyer/Mortgagors) (Seller)

as well as to the land described herein and the indebtedness secured hereby. In witness whereof the undersigned has hereunto set his hand and seal, this 7TH day of SEPTEMBER, 19 90

Witnessed by: FIRST FAMILY BUILDERS (Seller) By: Donald Projansky (Title)

STATE OF ILLINOIS )

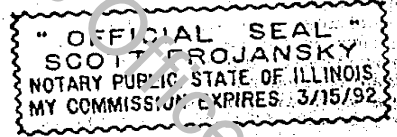
COOK ) ss:

Personally appeared DONALD PROJANSKY (Seller's Employee Signing Assignment) of \_\_\_\_\_

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 FIRST FAMILY BUILDERS (Seller's Name), before me.

Scott Projansky Notary Public



REAL ESTATE MORTGAGE 90468816

DO NOT WRITE IN ABOVE SPACE

THIS INSTRUMENT WAS PREPARED BY:

Name

Street Address

City

State

Zip

Mail to: Prepared by B.S. Projansky  
FIRST CREDIT CORPORATION  
570 LAKE COOK ROAD, SUITE 115  
DEERFIELD, ILLINOIS 60015

