THE MORTGAGOR(S) DOMAN 0 8 1990
THE MORTGAGOR(S) Downer of Complete Superations Owner 90011538
of the CAUNCT FARK in the County of COOK and (City/Town) State of (CL/2005), Mortgage and Warrant to Better Buildors Burdon, in the County of Cook (Name of Seller)
(State) (Name of Seller)
hereinafter called Mortgagee, of the <u>City of Chicago</u> County of <u>County</u> and State of <u>ICL/2015</u> , to secure the payment of \$ 30,813 evidenced by that (State)
certain Retail Installment Contract, bearing even date herewith,
ALL OF THE FOLLOWING DESCRIBED REAL ESTATE, to-wit:
Lot 8 (except the North 20 feet) and the North 25 feet of Lot 9, in Block 2 in National Realty Association's Calumet Highlands, Subdivision of West & South & SouthWest & of Section 29, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Faircel 25-29-315-073
90°11538 TRW REAL ESTATE
LOAN SERVICES SUITE #1015
100 N. LaSALLE
90011538
٢ ٢
90011538 . DEPT-01 RECORDING \$13.25 . T\$2222 TRAN 1171 01/08/90 14:14:00 . \$0621 \$ \$0621 \$ \$15.38
COOK COUNTY RECORDER
including the rents and profits arising or to arise from the real estate from default antil the time to redeem from any sale under judgment of foreclosure shall expire, situated in the County of
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 prit cipal 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 thereof, 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 pay-
ment 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 fore-close 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 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
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 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 produce such insurance or pay such taxes, and all montes thus paid shall be se-
cured hereby, and shall bear interest at eight percent and be paid out of the proceeds of the safe of said premises, or out of such insurance money if not otherwise paid by said Mortgagor.
This instrument prepared by EPLLATION ZOCODUICH of
of
12 m

CRIGINAL

39 (5055 - 1288 IL (HJ)

1371/W

It not prohibited by law or regu It not prohibited by law or regulation, this professed and all saids hereby sockers that become due and payable at the option of the Mortgages and without notice to mortgagor forthwith upon time 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 is persons or entities other than, or with, come due and payable at the option Mortgagor unless the purchaser or transferne assumes the indebtedness secured hereby with the consent of the Mortgages. 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 a 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 Mortgagor 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, fogether 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. and seal s this ZGth In witness whereof, the said Mortgagor S haVehereunto set their hands _ A.D. 19 <u>_</u>&-ይ(SEALI _ (SEAL) (Signatures) STATE OF ILLINOIS, Co inty of I, the undersigned, a Notar, Public, in and for said County and State aforesaid, do hereby certify that the Mortgagors.

Samuel Lewis and Folina R. Lewis, as joint tenants personally known to me to be the same persons whose names subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver OFFRENWES WELL of the right of homestead. 2 Gth EDWARD ID TELL TO VICH NOTARY PUBLIC ETATE (HILLING) MY COMMISSION EXPOSES (1900) Giron under my hand and... _seal this ___ A.D. 19 _89 Notary Public My commission expires TRANSFER AND ASSIGNMENT STATE OF ILLINOIS)) ss.: COUNTY OF For value received the undersigned hereby transfers, assigns and conveys unto <u>Security Pacific Financial</u> Services, Inc. \perp all right, title, interest, $ho \epsilon$ wers and options in, to and under the within mortgage from <u>Samuel and Donna R. Lew</u> (Buyer/Mortgagors) to Becter Builders Bureau, Inc. Lewis (Seller) as well as to the land described herein and the indebtedness secured thereby. In vitness whereof the undersigned ha Ve. here-January 90 4th unto set theirand and seal, this _ day of Witnessed by: (Seal) (Selle) STATE OF ILLINOIS) COUNTY OF Edward O. Zeldovich (Seller's Employee Signing Assignment) Personally appeared Chicago, , signer and sealer of the ir regoing instrument and (Seller's City/Town) acknowledged the same to be his/her free act and deed and the free act and deed of said Edward O. Zeldovich (Seller's Name) before me. MY COMMISSION EXPIRES 63/20/82 ROBERT J. WOOLRIDGE WOTARY PUBLIC, STATE OF ILLM WAS MIDITION ABOVE SPACE ESTATE MORTGAGE Z 700 끧 ¥ã 2