

UNOFFICIAL COPY

90237838

REAL ESTATE MORTGAGE

RECORD OF MORTGAGING \$13.25
INDEXED FROM 2800 05/20/90 15 00 00
INDEXED BY 90-237838
COOK COUNTY RECORDER
(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT Gavino Juarez
(HUSBAND AND WIFE) (single man) (SINGLE WORDS)
of 2237 S. Spaulding City of Chicago State of Illinois, Mortgagor(s)
(Address of Mortgagor)

MORTGAGE and WARRANT to Jindy City Exteriors, Inc.
of 4520 W. Lawrence Ave., Chicago, Illinois Mortgagee.
(Seller's Address)

to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith, in the amount of \$ _____
payable to the order of and delivered to the Mortgagee, in and by which the Mortgagor promises to pay the contract and interest at the rate and in installments
as provided in said contract with a final payment due on _____, the following described real estate, to wit:

Lot 20 in Block 2 in Kralovec and Kaspar's Subdivision of the East $\frac{1}{2}$
of the Northeast $\frac{1}{4}$ (except the South 44 acres thereof) of Section 26,
Township 39 North, Range 13, East of the Third Principal Meridian, in
Cook County, Illinois.
Commonly known as: 2237 S. Spaulding Chicago, Illinois
Permanent index number: 16-26-206-019

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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

AND IT IS EXPRESSLY PROVIDED AND AGREED, That if all or any part of the property or an interest in the property is sold or transferred by Mortgagor without
Mortgagee's prior written consent, Mortgagee, at Mortgagee's option, and in accordance with Federal law, may require immediate payment in full of the
entire amount due under the Mortgage and Home Improvement Retail Installment Contract. Mortgagee, at Mortgagee's option, may waive the right to declare
the balance immediately due and may accept in writing an assumption agreement executed by the person to whom the Mortgagor is transferring or selling
the interest in the property. If Mortgagee does allow Mortgagor's successor in interest to assume the obligation, Mortgagor will be released from further
obligation under this Mortgage and the Home Improvement Retail Installment Contract.

IT IS FURTHER EXPRESSLY PROVIDED AND AGREED, That if default is made in the payment of the said contract, or of any part thereof, or in the case of
waste or non-payment of taxes or assessments on said premises, or of a breach of any of the covenants or agreements herein contained, then in
such case the whole of said sum, less unearned charges, secured by the said contract in this mortgage mentioned, shall thereupon, at the option of the
said mortgagee, his or its attorneys or assigns, and as provided by law, become due and payable, and this mortgage may be foreclosed to pay the same,
and it shall be lawful for the said mortgagee, his or its 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 FORECLOSURE AND SALE of said premises, there shall be first paid out of the proceeds of such sale all expenses of advertisement, selling
and conveying said premises, and reasonable attorney's fees, to be included in the decree, and all moneys advanced to, taxes, assessments and
other liens, then there shall be paid the unpaid balance of said contract whether due and payable by the terms thereof or not

DATED, This 11th day of April A.D. 19 90

Gavino Juarez (SEAL)
Mortgagor
GAVINO JUAREZ

STATE OF ILLINOIS }
County of Cook } SS

Mortgagor
(Type or print names beneath signatures)

I, Tillie Cohen in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That
Gavino Juarez

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 (they) (he) (she) signed, sealed and delivered the said instrument as (their) (his) (her) free and voluntary act,
for the uses and purposes therein set forth, including the release and waiver of the right of homestead. IN WITNESS WHEREOF, I hereunto set my hand and
official seal this 11th day of April, 19 90

My Commission Expires 7-20-91

90237838 Notary Public

"OFFICIAL SEAL"
TILLIE COHEN
THIS INSTRUMENT WAS NOTARIALIZED, State of Illinois
My Commission Expires 7/20/91

Tillie Cohen
Notary

