90244091

MORTGAGE

On the 15TH day of April, 19 90

MOUSSE B & EVA M JEAN his wife

who reside at 7617 S. BISHOP CHI IL 60620

(the "Property Owner") MORTGAGES and WARRANTS to First Credit Corporation ("FCC"), whose principal place of business is at 570 LAKE COOK RD DEERFIELD, all of the land, buildings, and other improvements now or in the future owned by the Property Owner and located at 7617 S. BISHOP, CHI

in COOK County in Illinois (the "mortgaged property"), the legal description of which is as follows:

Lot 38 in [illegible] Berkel's Subdivision of Block 22 of Jones Subdivision of the West [illegible] Section 29, Township 38 North, Range 14 (except certain tracts conveyed) lying East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 7617 South Bishop

PTIN Number(s): 20-29-306-006

13.00

BOX 333

The Property Owner MORTGAGES and WARRANTS the mortgaged property to FCC to provide security for a debt owing under a Retail Installment Contract (the "Contract") dated 4/15, 19 90, between MOUSSE B & EVA M. JEAN as Buyer and REMODELING CONSULTANTS as Contractor/Seller which Contract has been or is to be assigned to FCC. The debt owing under the Contract is $ 10,775 (referred to in the Contract as the "Amount Financed") and is payable together with a FINANCE CHARGE (as defined in the Contract) calculated at the interest rate specified in the Contract, in consecutive monthly installments of $ 180.13 each, commencing approximately 30 days from the date of completion of the improvements described in the Contract with the full debt, if not paid earlier, due 120 months after the due date of the first payment due under said Contract. The Contract also provides for late charges; however, in no event shall the total aggregate indebtedness secured by this mortgage exceed an amount equal to twice the debt owing under the Contract.

The Property Owner also agrees to the following terms:

1. PROPERTY SUBJECT TO MORTGAGE. The Property Owner subjects the mortgaged property to payment of the debt due under the Contract.

2. INSURANCE. The Property Owner will maintain insurance against fire and other hazards on the mortgaged property for the benefit of FCC, will pay the premiums for the insurance and will transfer to FCC all proceeds of such insurance to the extent of the unpaid debt secured by this mortgage.

3. TAXES AND ASSESSMENTS. The Property Owner will pay on time all taxes, assessments, and sewer, water or other charges on the mortgaged property.

4. OTHER MORTGAGES. The Property Owner will pay on time all installments of principal and interest on any other mortgage on the mortgaged property, and will not violate any other term of any other mortgage.

5. RECEIPTS; FAILURE TO MAKE CERTAIN PAYMENTS. Upon FCC's written request, the Property Owner shall furnish to FCC duplicate receipts for payments required by paragraphs 2, 3 and 4 above. If the Property Owner fails to make any payment required by paragraphs 2, 3 or 4 above, FCC may make the payment. If FCC makes any such payments, the amount of such payment will be added to the debt secured by this mortgage and will be a debt of the Property Owner, payable on FCC's demand, with interest equal to the maximum rate permitted by law.

6. NO ALTERATION OF MORTGAGED PROPERTY. The Property Owner will not alter, demolish, or remove any part of the mortgaged property without FCC's permission. The Property Owner will keep the mortgaged property in good repair and condition.

7. IMMEDIATE PAYMENT UPON DEFAULT. If any installment due under the Contract is not paid within 30 days after its due date or if any other "default" as defined in the Contract occurs, or if any term of this mortgage is violated, FCC may demand the immediate payment of the entire debt due under the Contract and this mortgage. Upon payment in full after any such demand, a refund of the unearned portion of the FINANCE CHARGE and any insurance charges may be due as described in the Contract.

8. DEBT DUE ON SALE. FCC may, at its option, also demand immediate payment of the entire debt due under the Contract and this mortgage upon any sale or transfer of the mortgaged property or upon any assignment or pledge of the beneficial interest in or power of direction over any land trust holding title to the mortgaged property. Upon such payment after any such demand, a refund of the unearned portion of the FINANCE CHARGE and any insurance charges may be due as described in the Contract.

9. RIGHT OF ACCESS. After a default, or if FCC reasonably believes a default has been committed under this mortgage or the Contract, FCC, in addition to its other remedies, may enter the mortgaged property for the purposes of inspection.

10. DEMAND IN PERSON OR BY MAIL. Demand for payment may be made in person or by mail.

11. SALE AS SINGLE PROPERTY; RECEIVER UPON FORECLOSURE. In case of foreclosure, a receiver of the mortgaged property may be appointed, and the mortgaged property may be sold as one piece of property. FCC may be appointed as such receiver.

12. ASSIGNMENT OF RENTS. [illegible] Property Owner does hereby sell, assign and transfer unto FCC all the rents, issues and profits [illegible] by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of [illegible] which may have been heretofore or may be hereafter made or agreed to, it being the intention hereby to establish [illegible] and agreements unto FCC, and Property Owner does hereby appoint irrevocably FCC its [illegible] the Property to any party at such rental and [illegible] rents, issues and profits arising or accruing at any time hereafter, and all [illegible]

13. LIENS ON PROPERTY. The Property Owner will not allow any mechanics', materialmen's, workmen's, judgment or tax lien to attach to the mortgaged property.

14. STATEMENTS BY PROPERTY OWNER. The Property Owner is the sole owner of the mortgaged property. Should it be necessary for the Property Owner to sign any additional papers to make this mortgage fully effective, the Property Owner will sign such papers.

15. FUTURE OWNERS. This mortgage shall be binding upon the Property Owner, his, her or their heirs and personal representatives, and all persons who subsequently acquire any interest in the mortgaged property.

16. TRANSFER OF MORTGAGE. FCC may transfer its interest in this mortgage. Any subsequent holder of FCC's interest in this mortgage will have all the rights FCC would have if FCC were still the holder, including the right to transfer.

17. WAIVER OF HOMESTEAD. The Property Owner releases and waives all right of homestead exemption in the mortgaged property.

18. GOVERNING LAW. This instrument shall be governed by the law of Illinois.

19. FORECLOSURE. If the debt secured by this mortgage becomes due, whether by acceleration or otherwise, FCC has the right to foreclose its lien, and in any such foreclosure there shall be allowed as additional indebtedness in the decree for sale all expenditures which may be incurred on behalf of FCC for reasonable attorney's fees and other costs. The proceeds of any foreclosure sale of the mortgaged property shall be distributed and applied in the following order of priority: First, on account of all expenses incident to the foreclosure proceedings; second, all other items which under this mortgage constitute secured indebtedness additional to that evidenced by the Contract, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Contract; and fourth, any overplus to the Property Owner.

20. LEGAL DESCRIPTION AUTHORIZATION. The Property Owner hereby authorizes FCC to determine the legal description of the mortgaged property and enter it on this mortgage.

This mortgage has been duly executed by the Property Owner.

In Presence Of:

[signature]

SUBSCRIBING WITNESS

I (We) acknowledge that I (we) have received a copy of this mortgage:

Mousse B. Jean (L.S.)
(PROPERTY OWNER)

Eva M. Jean (L.S.)
(PROPERTY OWNER)

_______________ (L.S.)
(PROPERTY OWNER)

This instrument was prepared by, and when recorded should be mailed to:

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

[illegible] FORM [illegible] MORTGAGE

ORIGINAL

90244091

STATE OF ILLINOIS)
) ss:
COUNTY OF ________)

I, Edward Spiewak, a Notary Public for and in said County, do hereby certify that MOUSSA B JEAN and EJAM JEAN (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 11th day of May, 1990

My commission expires ________, 19____

Edward Spiewak
(NOTARY PUBLIC)

OFFICIAL SEAL
EDWARD SPIEWAK
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. Feb 27th 1994

STATE OF ILLINOIS)
) ss:
COUNTY OF ________)

I, Edward Spiewak, 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 in ________; 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/them 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 11th day of May, 1990

My commission expires ________, 19____

Edward Spiewak
(NOTARY PUBLIC)

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1990 MAY 25 AM 11:21 90224091

10/89 IL H.I. FORM 3000 MORTGAGE

MORTGAGE

— TO —

FIRST CREDIT CORPORATION

The land affected by this instrument lies in

the ________

of ________

COUNTY OF ________
STATE OF ILLINOIS

SECTION ________

BLOCK ________

LOT ________

90224091