

UNOFFICIAL COPY

90290334

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, THAT

Yvonne M. Jordan

(Husband and wife) (single man) (single woman)

of 9250 S. Constance Ave City of Chicago

State of Illinois, Mortgageor(s)

MORTGAGE and WARRANT to Town & Country Home Products, Inc.

of 5637 W. Downey, Chicago, Illinois

Mortgagee.

to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith, in the amount of \$ 5000.00

payable to the order of and delivered to the Mortgagee, in and by which the Mortgageor promises to pay the contract and interest at the rate and in installments as provided in said contract with a final payment due on 7-13-93 the following described real estate, to wit:

The North 40 feet of the South 96 feet of the East 1/2 of Block 14 (except the West 8 feet thereof used for alley) in Stony Island Heights, a subdivision of the Southwest 1/4 of section 1, Township 37 North, Range 14, East of the Third Principal Meridian, Cook County, Illinois
COOK COUNTY RECORDER 913.25
 90335 TRAN 9906/19/90 15:32:00
 #2538 + C # -90-290334
 COOK COUNTY RECORDER

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 Mortgageor 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 Mortgageor is transferring or selling the interest in the property. If Mortgagee does allow Mortgageor's successor in interest to assume the obligation, Mortgageor 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 be 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 for 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 12 day of June A.D. 1989

Yvonne M. Jordan (SEAL)

STATE OF ILLINOIS

County of Cook

Mariusz Doko
Yvonne M. Jordan

and for said County, in the State aforesaid, DO HEREBY CERTIFY, That

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 12 day of June 1989

My Commission Expires 10/25/1991

Mariusz Doko
Notary Public

THIS INSTRUMENT WAS PREPARED BY

-90-290334

C. OIGRAK

Name
5637 W. DOWNEY CHICAGO
Address

INVESTORS TITLE INS. ACCEPT

UNOFFICIAL COPY

DM-432377

333300334

Specs below for Recorder's use only

CHRYSLER FIRST FINANCIAL SERVICES CORPORATION
888 Oakmont Plaza Drive Suite 150
Westmont, IL 60559-0265
(312) 328-5300

After recording mail to

7-12-89

MAIL TO

CHRYSLER FIRST FINANCIAL SERVICES CORPORATION
888 Oakmont Plaza Drive Suite 150
Westmont, IL 60559-0265
(312) 328-5300

Sharon Foster
19250 N. Constantine
Chicago
TO

REAL ESTATE MORTGAGE

ASSIGNMENT

The undersigned, for value received, does hereby grant, bargain, sell, assign, transfer and set over to Chrysler First Financial Services Corporation all right, title and interest in and to the Mortgage appearing on the reverse side hereof and the money due and to become due on the Home Improvement Retail Installment Contract secured thereby and warrants that no liens have been filed by any on the property described in the Mortgage.

COOK COUNTY RECORDER
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JAN 28 1990 10:30 AM
RECEIVED

John & County, Vice Pres.
Title Secretary

ACKNOWLEDGMENT

STATE OF Illinois
County of Cook } ss.

On this 12 day of June, 1989, there personally appeared before me

CAROL T. OIGAN, known or proven to me to be the person whose name is subscribed to the within assignment, and acknowledged that he/she executed the same, as his/her free and voluntary act of the purposes therein contained and

(in the event the assignment is by a corporation) that he/she is Secretary and was authorized to execute the said assignment and the seal affixed thereto, if any, is the seal of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Maureen O'Neil
Notary Public
OFFICIAL SEAL
MAUREEN O'NEIL
Notary Public, State of Illinois
My Commission Expires 10-25-91

My Commission Expires 10-25-91

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