

UNOFFICIAL COPY

THE MORTGAGOR(S)

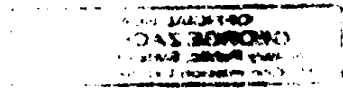
of the CITY OF CHICAGO in the County of COOK and State of ILLINOIS Mortgage and Warrant to BENEFICIAL CONSTRUCTION Co. (Name of Seller)

hereinafter called Mortgagee, of the CITY OF CHICAGO County of COOK and State of ILLINOIS to secure the payment of \$ 114,125 (Total of Payments) evidenced by that certain Retail Installment Contract, bearing even date herewith,

ALL OF THE FOLLOWING DESCRIBED REAL ESTATE, to-wit:

The South 19 feet of the North 57 feet of Lot 1 in Block 1 in Lawndale Redevelopment Corporation Resubdivision of parts of Lots 5 and 6 in the Subdivision by the Executors of Walter Butler of Lot 3 in Assessor's Division of the South East 1/4 of Section 22, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

DEPT. OF RECORDING \$13.00
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PIN 16-22-411-033

These premises are known as and by 1847 S Keeler, Chicago, ILLINOIS 60623

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 retain 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 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 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 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 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 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 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

This instrument prepared by BENEFICIAL CONSTRUCTION Co. (Name) of OSWEGO, CHICAGO Illinois

MAIL TO: NEIGHBORHOOD FINANCIAL SERVICES 7250N CICKERO LINCOLNWOOD, IL 60466 1325 ORIGINAL

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If not prohibited by law or regulation, the Mortgagor and Mortgagee agree that the Mortgagor shall retain the right to use, sell, lease, convey, or otherwise dispose of the mortgaged property, and the Mortgagee shall not have the right to prevent the Mortgagor from so doing, unless the parties to this Mortgage have otherwise agreed in writing.

And said Mortgagor further agrees that the Mortgagor shall be liable for the payment of the principal and interest on the mortgage and payable of shall bear like interest with the principal of said mortgage.

And it is further expressly agreed by and between said Mortgagor and Mortgagee, that neither party shall be liable for the payment of said contract or in any of them or any part thereof, or the interest thereon, or any part thereof, unless the same shall be actually paid by the Mortgagor, or in any of the covenants or agreements herein contained, or to any said Mortgagee, made in full, and the Mortgagee shall not be liable for the existence of this mortgage, then or in any such cases, said Mortgagee shall not be liable for the payment of the principal and interest on the mortgage, or solicitor's fees, for protesting its interest in such suit and for the costs of suit, and shall not be liable for the payment of such fees, whether by foreclosure proceedings or otherwise, and a lien is hereby given upon and priority for such fees and costs 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, JUNK, has hereunto set AD 19 90 his hand and seal, this 14th day of JUNE 1990.

[Signature] (SEAL)
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)

(Signatures)

STATE OF ILLINOIS, County of COOK ss
 I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify that the Mortgagors,

CORA LEE & widow

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 of the right of homestead.

90341827



[Signature] seal this 14th day of JUNE 1990
 AD 1990
 _____ Notary Public

My commission expires _____

TRANSFER AND ASSIGNMENT

STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK

For value received the undersigned hereby transfers, assigns and conveys unto NEIGHBORHOOD FINANCIAL SERVICES, INC. all right, title, interest, powers and options in, to and under the within mortgage from CORA LEE & widow to Benedict Construction Co.
 (Buyer/Mortgagors) (Seller)

as well as to the land described herein and the indebtedness secured thereby in witness whereof the undersigned has hereunto set _____ hand and seal, this 9th day of July 1990

Witnessed by: [Signature] (Seal)
 By [Signature] (Title)

STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK

Personally appeared George J. Achary of CHICAGO ILLINOIS (Seller's Employee Signing Assignment) 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 George J. Achary (Seller's Name) before me.

Notary Public

90341827

REAL ESTATE MORTGAGE

DO NOT WRITE IN ABOVE SPACE

TO

Met to