

ILLINOIS REAL ESTATE MORTGAGE

UNOFFICIAL COPY

91440148

(Please print or type all names and addresses)

(This space for the notary to use only)

THIS INDENTURE WITNESSETH THAT Lawson McGuire

7042 S. Wolcott

City of Chicago

State of Illinois, Mortgagor(s).

(Buyer's Address)
MORTGAGE and WARRANT to

4415 W. Montrose Chgo. IL.

Mortgagee

to secure payment of that certain Retail Installment Contract (Home Improvement) executed by the MORTGAGOR(S) bearing even date herewith, payable to the MORTGAGEE above named, in the total amount of \$ 16,893.60 being payable in 120

consecutive monthly installments of 140.78 each, commencing two (2) months from the date of completion of the property improvements described in said Retail Installment Contract and on the same day of each subsequent month until paid, or any amendment to said Retail Installment Contract, or any consolidation thereof pursuant to the Illinois Retail Installment Sales Act, together with delinquency and collection charges, if any, the real estate located above, and more fully described on Schedule A attached hereto and made a part hereof,

together with all present improvements thereon, rents, issues and profits thereof, 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 the Mortgagor(s) shall pay all taxes and assessments upon said premises when due, shall keep the buildings thereon insured to their full insurable value for the benefit of Mortgagee, shall pay all installments of prior mortgages (trust deeds) on said premises, and interest thereon, when due, and shall keep said premises in good repair. In the event of the failure of Mortgagor(s) to comply with any of the above covenants, Mortgagee, in addition to its other rights and remedies, is authorized, but is not obligated, to attend to the same and the amount paid therefor, together with interest thereon at the rate of 8% per annum, shall be due on demand and shall be added to the indebtedness secured by this mortgage. If default be made in the payment of the said Retail Installment 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 any such case the whole of the sum secured hereby shall thereupon, at the option of Mortgagee, his or its attorneys or assigns, become immediately due and payable, and this mortgage may be immediately foreclosed to pay the same, and it shall be lawful for 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.

THE MORTGAGOR IS TO MAINTAIN Fire and Extended Coverage or other physical damage insurance for the benefit of the Mortgagee, and Flood insurance as required under the Flood Disaster Protection Act

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 attorneys' fees, to be included in the decree, and all moneys advanced for taxes, assessments, liens, insurance and other charges; the same shall be paid the sums provided for in said Retail Installment Contract, whether due and payable by the terms thereof or not.

DATED, this 15th day of October, A.D. 19 89

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS.

Lawson McGuire (SEAL)
Mortgagor

Subscribing Witness (SEAL)

Mortgagor (Type or print names beneath signatures) (SEAL)

NOTE: This document is a mortgage which gives your contractor and its assignees a security interest in your property. The mortgage is taken as collateral for the performance of your obligations under your home improvement contract.

STATE OF ILLINOIS } This Mortgage was signed at
COUNTY OF _____ } ss. _____

I, _____, 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 that he/she resides at _____

that he/she knows said _____ to be the individual(s) described in, and who executed, the foregoing instrument as his/hor/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 _____ day of _____, 19 _____

My commission expires _____, 19 _____ (NOTARY PUBLIC)

STATE OF ILLINOIS }
COUNTY OF Cook } ss.

I, Chester Pietrusiewicz, a Notary Public for and in said County, do hereby certify that Lawson McGuire and _____ (his/hor 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/hor/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 _____ day of October, 19 89

My commission expires _____, 19 _____ (NOTARY PUBLIC)
Chester Pietrusiewicz

THIS INSTRUMENT WAS PREPARED BY _____

Name Tepau, Inc.
Address 4415 W. Montrose Chgo. IL.

© TDP Inc. 1985

0272161

571/48

14th E
DOCUMENT NUMBER

3/89 \$19,600

91440148

UNOFFICIAL COPY

McGuire, Lawson

EXHIBIT A

Real Estate situated in the County of Cook, State of Illinois, to wit:

Lot 6 in Block 1 in Frederick H. Bartlett's Subdivision of the West 1/2 of the South West 1/4 of the South West 1/4 of the South East 1/4 and the South East 1/4 of the South West 1/4 of the South West 1/4 of the South East 1/4 of Section 19, Township 38 North, Range 14 East of the Third Principal Meridian.

Permanent Real Estate Index Number: 20-19-425-040
Address: 4042 South Wolcott, Chicago, Illinois

Property of Cook County Clerk's Office

91440148

UNOFFICIAL COPY

Property of Cook County Clerk's Office

1181

01000000

8P100016