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This instrument was prepared by

Name D. DeBorja

Equity Title
115 N. La Salle
Chicago, Ill. 60610

395573357

Address 311 S. Dearborn Chicago
COMMERCIAL CREDIT LOANS, INC.
688 NORTH CASS AVENUE
600 N. CASS PLAZA
WESTMONT, ILLINOIS 60090

SPACE ABOVE THIS LINE MUST BE LEFT OPEN FOR RECORDING

\$15.50

MORTGAGE

T#2222 TRAN 1751 11/12/91 11:33:00
#0307 # E * -91-593357
COOK COUNTY RECORDER

THIS MORTGAGE is made this 9th day of October 1991 between John H. Wilson and Sarah Wilson (husband and wife) and Eric Wilson and Jera Wilson (husband and wife) whose address is 27 S. Menara, Chicago, IL, 60674

and H.C.P. Sales (herein "Mortgagee") whose address is 311 S. Dearborn Chicago, IL, 60674

WHEREAS John H. Wilson and Sarah Wilson and Eric Wilson and Jera Wilson is indebted to Mortgagee for the amount, including principal and interest of \$ 12,157.83 which indebtedness is evidenced by a Retail Installment Contract dated 10-9-91 and extensions and time with thereon (herein "Contract") with the balance of the indebtedness not yet satisfied due and payable by 12-8-91.

IN CONSIDERATION OF and to secure to Mortgagee the repayment of the indebtedness evidenced by the Contract with finance charge thereon as set forth in the Contract to secure the payment of all other sums with interest thereon advanced in accordance herewith to protect the security of this Mortgage, and to secure the performance of the covenants and agreements of Mortgagee herein contained, Mortgagee does hereby mortgage, grant, and convey to Mortgagee the following described property located in the County of Cook State of Illinois:

THE SOUTH 16 2/3 FEET OF LOT 19 AND THE NORTH 16 2/3 FEET OF LOT 20 IN BLOCK 3 IN AUSTIN HEIGHTS, A SUBDIVISION OF BLOCKS 1 TO 4 OF A. J. KNISELY'S ADDITION TO CHICAGO, A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE SOUTH 108 ACRES THEREOF IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 27 S. MENARA, CHICAGO, IL 16-17-203-015

which has the address of 27 S. Menara Chicago Illinois 60674 (herein "Property Address") 91593357

TOGETHER with all the improvements now or hereafter erected in the property and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage, and all of the foregoing together with said property for the leasehold estate in this Mortgage is on a leasehold are hereinafter referred to as the "Property".

Mortgagee warrants that Mortgagee is a duly licensed Illinois Finance Lender and is duly licensed to do business in the State of Illinois, and that the Property is being mortgaged to Mortgagee for the purpose of securing the performance of the Contract and that Mortgagee warrants that Mortgagee's interests and will defend generally the title to the Property against all claims and demands, subject to the encumbrances of record.

Mortgagee and Lender warrant and agree that this will:

- 1. **Payment of Indebtedness.** Mortgagee shall promptly pay when due the indebtedness evidenced by the Contract.
- 2. **Taxes, Assessments, and Charges.** Mortgagee shall pay all taxes, assessments, delinquent taxes and other charges, fines and impositions attributable to the Property which may attach to the Property, and shall pay the cost of recording this Mortgage.
- 3. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Mortgagee shall pay when due all prior mortgages, deeds of trust or other security agreements with a lien which has priority over this Mortgage, including Mortgagee's payments in such payments when due.
- 4. **Hazard Insurance.** Mortgagee shall maintain the Property covered by a hazard insurance policy which shall be in the name of Mortgagee and shall pay the cost of such insurance. All such insurance shall be maintained until the expiration of the term of the Contract. Mortgagee shall maintain a hazard insurance policy which shall be in the name of Mortgagee and shall pay the cost of such insurance. All such insurance shall be maintained until the expiration of the term of the Contract.

All such payments and obligations shall be paid when due by Mortgagee. Mortgagee shall defend the title to the Property against all claims and demands, subject to the encumbrances of record, and shall pay the cost of recording this Mortgage and the cost of recording this Mortgage.

In the event of loss, Mortgagee shall give prompt notice to the insured under this Mortgage. Mortgagee shall defend the title to the Property against all claims and demands, subject to the encumbrances of record, and shall pay the cost of recording this Mortgage and the cost of recording this Mortgage.

5. Preservation and Maintenance of Property; Compliance With Regulations. Mortgagee shall keep the Property in good repair and shall maintain the same in good repair and shall pay the cost of such repairs and shall pay the cost of recording this Mortgage and the cost of recording this Mortgage.

6. Protection of Mortgagee's Security. Mortgagee shall perform the covenants and agreements contained in this Mortgage, and any action or proceeding is commenced which materially affects the title to the Property, Mortgagee shall defend the title to the Property against all claims and demands, subject to the encumbrances of record, and shall pay the cost of recording this Mortgage and the cost of recording this Mortgage.

Any amount due under this Mortgage shall be paid when due by Mortgagee. Mortgagee shall defend the title to the Property against all claims and demands, subject to the encumbrances of record, and shall pay the cost of recording this Mortgage and the cost of recording this Mortgage.

7. Inspection. Mortgagee may make such inspection of the Property as it may deem proper, and shall pay the cost of such inspection. Mortgagee shall defend the title to the Property against all claims and demands, subject to the encumbrances of record, and shall pay the cost of recording this Mortgage and the cost of recording this Mortgage.

8. Condemnation. If any law or ordinance is enacted which requires the condemnation of all or part of the Property, Mortgagee shall defend the title to the Property against all claims and demands, subject to the encumbrances of record, and shall pay the cost of recording this Mortgage and the cost of recording this Mortgage.

9. Mortgagee Not Released; Forbearance By Lender Not a Waiver. The granting of this Mortgage shall not constitute a release of Mortgagee from its obligations under the Contract, and shall not constitute a release of Mortgagee from its obligations under the Contract, and shall not constitute a release of Mortgagee from its obligations under the Contract.

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10. Liability of Parties. The covenants and agreements herein contained shall bind and the rights hereunder shall inure to the respective successors and assigns of Mortgagee and Mortgagor subject to the provisions of this Contract and the rights hereunder shall be subject to the lien and severa. Any Mortgagor who co-signs this Mortgage, but does not execute this Contract, shall be jointly and severally liable to Mortgagee for the performance of the obligations of this Mortgage under the terms of this Mortgage. The Mortgagor shall be jointly and severally liable to Mortgagee and to any other Mortgagor hereunder to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Contract without that Mortgagor's consent and without releasing that Mortgagor or modifying this Mortgage as to that Mortgagor's interest in the Property.

11. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located, except that if the Contract specifies the law of a different jurisdiction as governing, such law shall be the applicable law governing the interest rate, late charges, and the amount of the credit transaction secured hereby. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any of the provisions of this Mortgage or the Contract conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Contract which are not in conflict with the conflicting provision, and to this end the provisions of this Mortgage and the Contract are declared to be severable. As used herein, "costs" (expenses) and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

12. Transfer of the Property. If all or any part of the Property or any interest in it is sold or transferred without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Mortgagee if exercise is prohibited by federal law on the date of this Mortgage.

If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

13. Acceleration; Remedies. Except as provided in paragraph 12 hereof upon Mortgagor's breach of any covenant or agreement of Mortgagee in the Contract or this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Mortgagee, at Mortgagee's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

14. Mortgagor's Right to Allow Mortgagee to Reinstale. Notwithstanding Mortgagee's acceleration of the sums secured by this Mortgage due to Mortgagor's breach, Mortgagee may in Mortgagee's total discretion discontinue any proceedings begun by Mortgagee to enforce this Mortgage at any time prior to entry of a judgement enforcing this Mortgage if: (a) Mortgagor pays Mortgagee all sums which would be then due under this Mortgage and the Contract had no acceleration occurred; (b) Mortgagor cures all breaches of any other covenants or agreements of Mortgagee contained in this Mortgage; (c) Mortgagor pays all reasonable expenses incurred by Mortgagee in enforcing the covenants and agreements of Mortgagee contained in this Mortgage; and in enforcing Mortgagee's remedies as provided in Paragraph 13 hereof, including, but not limited to, the attorneys' fees provided for in Paragraph 13; and (d) Mortgagor takes such action as Mortgagee may reasonably require to assure that the lien of this Mortgage, Mortgagee's interest in the Property, and Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred. The rights granted in this Paragraph 14 shall in no way be construed as allowing Mortgagor to reinstale at Mortgagor's will. It being understood that such reinstatement is totally within the discretion of the Mortgagee.

15. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Mortgagor hereby assigns to Mortgagee the rents of the Property, provided that Mortgagor shall, prior to acceleration under Paragraph 13 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 13 hereof or abandonment of the Property, Mortgagee shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payments of the cost of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums or receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

16. Release. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordation, if any.

17. Waiver of Homestead and Exemption Rights. To the extent permitted by law, Mortgagor hereby waves and transfers to Mortgagee any homestead or other exemption rights granted under applicable state or federal law with respect to the Property.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Mortgagor and Mortgagee request the holder of any mortgage, deed of trust, deed to secure debt or other encumbrance with a lien which has priority over this Mortgage to give notice to Assignee, Commercial Credit Loans, Inc., c/o the office address of the registered agent of Assignee on file with the Illinois Secretary of State, Corporation Division, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage on the date first above-mentioned.

X John H. Wilson
X Sarah Wilson
MORTGAGOR

X Alex Wilson
X Vera Wilson
MORTGAGOR

STATE OF ILLINOIS, IL, Cook County ss

Shelly Berkowitz, Notary Public in and for said county and state, do hereby certify that John H. Wilson, Sarah Wilson, Alex Wilson & Vera Wilson

personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 9th day of OCTOBER 1991



Shelly Berkowitz
Notary Public

STATE OF ILLINOIS, Cook County ss

H. C. P. Sales, Inc

(the holder / Mortgagee) of the foregoing Mortgage in consideration of the sum of \$ 7,250.00 received from Commercial Credit Loans, Inc. ("Assignee") on this 7th day of NOV 1991, assigns as of its right, title, and interest in and to said Mortgage and the Note and debt described therein, to Assignee.

Signed, sealed and delivered in the presence of

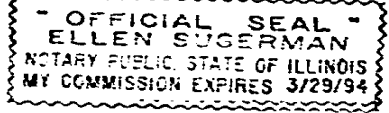
Mortgagee
By [Signature]
By [Signature]

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF ILLINOIS, Cook County ss

The foregoing ASSIGNMENT was acknowledged before me this 7th day of NOV 1991 by Andrew Kellack

of H. C. P. Sales, Inc a corporation on behalf of the corporation.



My Commission Expires:

[Signature]
(SEAL) Notary Public

ACKNOWLEDGEMENT FOR INDIVIDUAL(S)

STATE OF ILLINOIS, County ss

I, Notary Public in and for said county and state, do hereby certify that

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing ASSIGNMENT, appeared before me this day in person, and acknowledged that

signed and delivered the said ASSIGNMENT as free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 19 day of

My Commission expires (SEAL) Notary Public

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