

UNOFFICIAL COPY



This instrument was prepared by
COMMERCIAL CREDIT LOANS, INC.
1750 E. GOLF RD, SUITE 320
SCHAUMBURG, IL 60173

91658806

MORTGAGE

THIS MORTGAGE is made this 11TH day of DECEMBER 1991, between the Mortgagor, EVA LEE SMITH AND BILLY H. TERRELL AND MARY E. TERRELL, HIS WIFE, IN JOINT TENANCY (herein "Borrower"), and the Mortgagee, COMMERCIAL CREDIT LOANS, INC a corporation organized and existing under the laws of DELAWARE whose address is 1750 E. GOLF RD, SUITE 320, SCHAUMBURG, IL 60173 (herein "Lender").

33087499

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 51,868.44 which indebtedness is evidenced by Borrower's note dated DECEMBER 11, 1991 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on 12/16/2006

To SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK State of Illinois:

LOT 7 IN REA'S ADDITION TO LONGWOOD, A SUBDIVISION OF THE NORTH 200 FEET OF BLOCK 26 IN THE SUBDIVISION OF THE SOUTH 1/2 (LYING WEST OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD) OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT PARCEL NO 25-05-323-003

91658806

DEPT-11 RECORDING \$15.50
T84444 TRN 8372 12/16/91 11:10:00
#2340 D *91-658806
COOK COUNTY RECORDER

91658806

which has the address of 9317 S. ELIZABETH AV. E CHICAGO Illinois 60620 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on 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 (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

ILLINOIS - SECOND MORTGAGE - 1/80 - FNMA/FNLMC UNIFORM INSTRUMENT

Form 3814

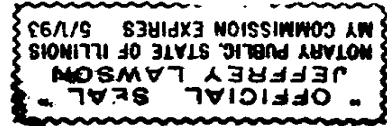
15-50

UNOFFICIAL COPY

(Space Below This Line Reserved for Lender and Recorder)

90885916

Property of Cook County Clerk's Office



My Commission expires:

I, JEFFREY LAWSON, a Notary Public in and for said county and state, do hereby certify that EVA LEE SMITH, BILLY H. TERRELL AND MARY E. TERRELL, ARE, subscribed to the foregoing instrument, personally known to me to be the same persons whose names I have acknowledged that they signed and delivered to the foregoing instrument as THEIR, free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 11TH day of DECEMBER, 1991.

STAVOR ILLINOIS, COOK County ss:

MARY E TERRELL - Borrower

BILLY H TERRELL - Borrower

Mary E Terrell
Billy H Terrell

Eva Lee Smith
Clerk's Office

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

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

28. Release. Upon payment of all sums secured by this mortgage, Lender shall release this mortgage without charge to Borrower. Borrower shall pay all costs of recording, if any.
29. Waiver of Defenses. Borrower hereby waives all right of non-payment exemption in the Property.