

REAL ESTATE MORTGAGE AND ASSIGNMENT OF MORTGAGE

UNOFFICIAL COPY

THE MORTGAGOR(S) CASSIE WOODS JR & CHARLES WOODS (Name of Buyer and Other Owners)
726 N LECLAIRE
of the CITY OF CHICAGO (City/Town in the County of COOK) and
State of ILL Mortgage and Warranty to BARBARA E. LUNDY, LINDA L. WOODS (Name of Seller)
hereinafter called Mortgagee of the CITY OF CHICAGO County of COOK and
State of ILL to secure the payment of \$ 24,497.00 evidenced by that
certain Retail Installment Contract bearing even date herewith
(Total of Payments)
ALL OF THE FOLLOWING DESCRIBED REAL ESTATE to-wit

91886435

Lot 15 and the South 1/2 of Lot 14 in block 1 in a Subdivision of
the North 16 acres of the West 1/2 of the West 1/2 of the North
East 1/4 of Section 9, Township 39 North, Range 13 East of the
Third Principal Meridian, in Cook County, Illinois

Property of COOK COUNTY RECORDER

DEPT-01 RECORDINGS \$13.00
748888 TRAN 9087 12/27/91 10156100
43719 1 F *-91-886435
COOK COUNTY RECORDER

Commonly known as 726 N LECLAIRE CITY ILL
P.I.N. Number(s) 16-09-201-036

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 take a 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 within 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 hereon 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

If not prohibited by law or regulation, this mortgage and all sums hereby secured shall become due and payable at the option of the Mortgagee and without
notice to Mortgagor forthwith upon the conveyance of Mortgagor's title to all or any portion of said mortgaged property and premises or upon the vesting of such
title in any manner in persons or entities other than or with Mortgagor unless the purchaser or transferee assumes the indebtedness secured hereby with the
consent of the Mortgagee

And said Mortgagor further agrees that in case of default in the payment of the interest on said contract when it becomes due and payable it shall bear like
interest with the principal of said contract.

And it is further expressly agreed by and between said Mortgagor and Mortgagee, that if default be made in the payment of said contract or in any of them or
any part thereof or the interest thereon, or any part thereof when due, or in case of a breach in any of the covenants or agreements herein contained, or in case
said Mortgagee is made a party to any suit by reason of the existence of this mortgage, then or in any such cases, said Mortgagor shall at once owe said Mortgagee
reasonable attorney's fees for protecting its interest in such suit and for the collection of the amount due and secured by this mortgage, whether by
foreclosure proceedings or otherwise, and a lien is hereby given upon said premises for such fees, and in case 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 has hereunto set his hand and seal this 19th day of
Oct AD 19 91
Cassie Woods Jr. (SEAL)
Charles Woods (SEAL)
In Presence of
Barbara E. Lundy (SEAL)
Linda L. Woods (SEAL)
(Signatures)

Handwritten initials/signature

UNOFFICIAL COPY

STATE OF ILLINOIS)

) ss:

COUNTY OF Cook)

I, Michael E Rowe

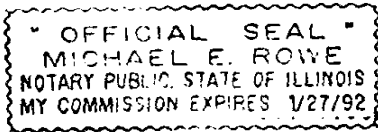
a Notary Public for and in said County, do hereby certify that

CASSIE WOODS JR and CLAYTON L WOODS (his/her 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/her/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 19th day of Oct, 1991

My commission expires _____ 19____

(NOTARY PUBLIC)



STATE OF ILLINOIS)

) ss:

COUNTY OF _____)

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 and say 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/her/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/they 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)

TRANSFER AND ASSIGNMENT

STATE OF ILLINOIS)

) ss:

COUNTY OF _____)

Mortgage Assignment

For value received the undersigned hereby transfers, assigns and conveys unto First ~~Bank~~ Corporation all right, title, interest, powers and options in, to and under the within mortgage from _____ to _____

(Buyer/Mortgagors)

(Seller)

as well as to the land described herein and the indebtedness secured hereby in witness whereof the undersigned has hereunto set _____ hand and seal, this _____ day of _____, 19____

Witnessed by: _____

(Seller)

(Seal)

By _____

(Title)

STATE OF ILLINOIS)

) ss:

COUNTY OF _____)

Personally appeared _____

(Seller's Employee Signing Assignment)

of _____

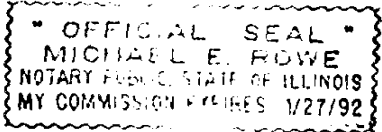
_____ signer and sealer of the foregoing instrument and acknowledged the same

(Seller's City/Town)

to be his/her free act and deed and the free act and deed of said _____

(Seller's Name)

before me



Notary Public

91686435

REAL ESTATE MORTGAGE

DO NOT WRITE IN ABOVE SPACE

THIS INSTRUMENT WAS PREPARED BY

Name

Street Address

State

Zip

City

Mail to:

PROPERTY OF COOK COUNTY CLERK'S OFFICE

FIRST MORTGAGE ASSURANCE CO. OF ILLINOIS, INC. 127 N. WASHINGTON ST. NORTHWILK, IL 60069