

UNOFFICIAL COPY

91013667

MORTGAGE

On the 15th day of NOVEMBER, 19 91

DEPT-01 RECORDING \$13.00
TRAN 3563 01/09/91 15 15 00
#2188 #H * - 91 - 013667

ENRIQUE FUENTES AND INES FUENTES
who live at 4132 W. KAMERLING, CHICAGO, ILL. COOK COUNTY RECORDER
(the Property Owner) MORTGAGES and WARRANTS to Oxford Credit Corp. ("Oxford"), whose principal place of business is at 300 Crossways Park Drive, Woodbury, New York 11797, all of the land, buildings, and other improvements now or in the future owned by the Property Owner and located at 4132 W. KAMERLING, CHICAGO, ILL. in Cook County in Illinois (the "mortgaged property"), the legal description of which is as follows:

Lot 35 in Block 2 in Demarest and Kamerling's Grand Avenue Subdivision of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 39 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded April 7, 1893 as Document 1844561 in Cook County, Illinois. Commonly known as: 4132 W. Kamerling, Chicago, Illinois. 16-03-222-019

PIN Numbers:

The Property Owner MORTGAGES and WARRANTS the mortgaged property to Oxford to provide security for a debt owing under a Retail installment Contract (the "Contract") dated 11 1 19 91, between ENRIQUE & INES FUENTES as Buyer and FINEST BUILDERS as Contractor/Seller which Contract has been or is to be assigned to Oxford. The debt owing under the Contract is \$ 4,980.00 (referred to in the Contract as the "Amount Financed") and is payable together with a FINANCE CHARGE (as defined in the Contract) calculated at the interest rate specified in the Contract in consecutive monthly installments of \$ 112.22 each, commencing 60 days from the date of completion of the improvements described in the Contract, with the full debt, if not paid earlier, due 72 months after the due date of the first payment due under said Contract. The Contract also provides for late charges, however, in no event shall the total aggregate indebtedness secured by this mortgage exceed an amount equal to twice the debt owing under the Contract.

The Property Owner also agrees to the following terms:

1. PROPERTY SUBJECT TO MORTGAGE: The Property Owner subjects the mortgaged property to payment of the debt due under the Contract.
2. INSURANCE: The Property Owner will maintain insurance against fire and other hazards on the mortgaged property for the benefit of Oxford, will pay the premiums for the insurance and will transfer to Oxford all proceeds of such insurance to the extent of the unpaid debt secured by this mortgage.
3. TAXES AND ASSESSMENTS: The Property Owner will pay, on time, all taxes, assessments, and sewer, water or other charges on the mortgaged property.
4. OTHER MORTGAGES: The Property Owner will pay, on time, all installments of principal and interest on any other mortgage on the mortgaged property, and will not violate any other terms of any other mortgage.
5. RECEIPT FAILURE TO MAKE CERTAIN PAYMENTS: Upon Oxford's written request, the Property Owner shall furnish to Oxford duplicate receipts for payments required by paragraphs 2, 3 and 4 above. If the Property Owner fails to make any payment required by paragraphs 2, 3 or 4 above, or if any such payment is not made, the amount of such payment will be added to the debt secured by this mortgage and will be a debt of the Property Owner, payable on Oxford's demand, with interest equal to the lesser of a rate of 10% per year or the maximum rate permitted by law.
6. NO ALTERATION OF MORTGAGED PROPERTY: The Property Owner will not alter, demolish or remove any part of the mortgaged property without Oxford's permission. The Property Owner will keep the mortgaged property in good repair and condition.
7. IMMEDIATE PAYMENT UPON DEFAULT: If any installment due under the Contract is not paid within 30 days after its due date or if any other default is committed under the Contract or any term of this mortgage is violated, Oxford may demand the immediate payment of the entire debt due under the Contract and this mortgage. Upon payment in full after any such demand, a refund of the unearned portion of the FINANCE CHARGE and any insurance charges may be due as described in the Contract.
8. DEBT FULL PAYMENT: Oxford may, at its option, also demand immediate payment of the entire debt due under the Contract and this mortgage upon the sale or transfer of the mortgaged property or upon any assignment or pledge of the beneficial interest in or power of direction over any and all trust funds in the mortgaged property. Upon payment in full after any such demand, a refund of the unearned portion of the FINANCE CHARGE and any insurance charges may be due as described in the Contract.
9. RIGHT OF ACCESS: After a default or if Oxford reasonably believes a default has been committed under this mortgage or the Contract, Oxford or a person to whom it has assigned its rights, may enter the mortgaged property for the purposes of inspection.
10. DEMAND FOR PAYMENT BY MAIL: Demand for payment may be made in person or by mail.
11. SALE AND CONVEYANCE OF PROPERTY: RECEIVER UPON FORECLOSURE: In case of foreclosure, a receiver of the mortgaged property may be appointed and the mortgaged property may be sold as one piece of property. Oxford may be appointed as such receiver.
12. LIENS ON PROPERTY: The Property Owner will not allow any mechanics', materialmen's, workmen's, judgment or tax lien to attach to the mortgaged property.
13. STATEMENTS BY PROPERTY OWNER: The Property Owner is the sole owner of the mortgaged property and will be necessary for the Property Owner to sign any additional papers to make this mortgage fully effective, the Property Owner will sign such papers.
14. FUTURE OWNERS: This mortgage shall be binding upon the Property Owner, his, her or their heirs and personal representatives, and all persons who subsequently acquire any interest in the mortgaged property.
15. TRANSFER OF MORTGAGE: Oxford may transfer its interest in this mortgage. Any subsequent holder of Oxford's interest in this mortgage will have all the rights, duties and obligations that Oxford would have if Oxford were still the holder, including the right to transfer.
16. WAIVER OF HOMESTEAD: The Property Owner releases and waives all right of homestead exemption in the mortgaged property.
17. GOVERNING LAW: This instrument shall be governed by the law of Illinois.
18. FORECLOSURE: If the debt secured by this mortgage becomes due, whether by acceleration or otherwise, Oxford has the right to foreclose and sell at a public sale any such foreclosure suit there shall be allowed as additional indebtedness in the decree for sale all expenditures which may be incurred or behalf of Oxford for reasonable attorneys' fees and other costs. The proceeds of any foreclosure sale of the mortgaged property shall be distributed and applied in the following order of priority: First, on account of all expenses incident to the foreclosure proceedings; second, all other items which under this mortgage constitute secured indebtedness additional to that evidenced by the Contract with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Contract; and fourth, any surplus to the Property Owner.
19. LEGAL DESCRIPTION AUTHORIZATION: The Property Owner hereby authorizes Oxford to determine the legal description of the mortgaged property and enter it on this mortgage.

This mortgage has been duly executed by the Property Owner

I (We) acknowledge that I (we) have received a copy of this mortgage.

In Presence Of:

[Signature]
WITNESS

Enrique Fuentes (I.S.)
PROPERTY OWNER

Ines Fuentes (I.S.)
PROPERTY OWNER

This instrument was prepared by, and when recorded should be mailed to:

PROPERTY OWNER

OXFORD CREDIT CORP.
300 CROSSWAYS PARK DRIVE,
WOODBURY, NEW YORK 11797

13.00

78821010

UNOFFICIAL COPY

STATE OF ILLINOIS

COUNTY OF _____

and in said County, do hereby certify that personally known to me to be the same person(s) whose name(s) is (are) _____ (his/her spouse, _____) in person, and acknowledged that he/she/they signed and delivered the foregoing instrument, appeared before me this day _____ and purposes therein set forth, including the release/en/1 waiver of _____ for their free and voluntary act, for the purpose _____ day of _____

My commission expires _____ 19__

NOTARY PUBLIC

STATE OF ILLINOIS

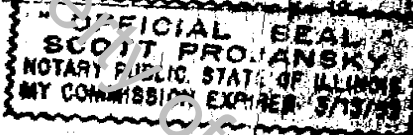
COUNTY OF COOK

I, SCOTT PROJANSKY
AILEEN ROSEN

and in said County, do hereby certify that personally known to me, who, being by me duly sworn, did depose and say that he/she knows said ENRIQUE & INES FUENTES and who executed the foregoing instrument as his/hers/their true and voluntary act, and purposes therein set forth, that he/she/they said subscribing witness, was present and saw him/her/them execute the same, and said subscribing witness, to be the individual(s) described in, and purposes therein set forth, that he/she/they said subscribing witness, of the time subscribed _____

My commission expires _____ 19__

NOTARY PUBLIC



OCC 16-3 ILL

78821010

MORTGAGE

Enrique Fuentes
Ines Fuentes

-- TO --
OXFORD CREDIT CORP.

The land affected by this instrument lies in _____

COUNTY OF Cook
STATE OF ILLINOIS

300 Broadway Plaza
Chicago, IL 60601
11797

RECORD AND RETURN TO:
OXFORD CREDIT CORP.
100 CROSSWAIS PARK
ALBANY, NEW YORK 12212

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