

UNOFFICIAL COPY

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91233658

REAL ESTATE MORTGAGE

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT Ruby Wilson a/k/a Ruby Baker

of 5622 S. Lowe City of Chicago State of Illinois, Mortgagor(s)

MORTGAGE and WARRANT to Gloria Gerstein
of P.O. Box 115 Morton Grove, Il. 60053 Mortgagee.

to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith, in the amount of \$ 4,732.80 payable to the order of and delivered to the Mortgagee, in and by which the Mortgagor promises to pay the contract and interest at the rate and in installments as provided in said Contract with a final payment due on 5-10-99, the following described real estate, to wit:

Lot 38 in J. Earlin's Subdivision of part of the South East quarter of Lot 40 in the School Trustee's Subdivision of Section 16, Township 38 North, Range 14, east of the Third Principal Meridian in Cook County, Illinois.

#20-16-102-073

DEPT-01 RECORDS \$13.29
T4111 FROM 1990 07/16/91 12:00:00
2247 4 21 * 91-233658
COOK COUNTY RECORDER

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 if all or any part of the property or an interest in the property is sold or transferred by Mortgagor without Mortgagee's prior written consent, Mortgagee, at Mortgagee's option, and in accordance with federal law, may require immediate payment in full of the entire amount due under the Mortgage and Home Improvement Retail Installment Contract. Mortgagee, at Mortgagee's option, may waive the right to declare the balance immediately due and may accept in writing an assumption agreement executed by the person to whom the Mortgagor is transferring or selling the interest in the property. If Mortgagee does allow Mortgagor's successor or interest to assume the obligation, Mortgagor will be released from further obligation under this Mortgage and the Home Improvement Retail Installment Contract.

IT IS FURTHER EXPRESSLY PROVIDED AND AGREED, That Mortgagor(s) shall pay all taxes, assessments, insurance premiums, and prior liens that such mortgaged property may be subject to. In case Mortgagor(s) shall fail to pay such expenses, Mortgagee, at its option, may pay them and all sums of money so expended shall be repayable by Mortgagor(s) and such expenditures(s) shall be secured by the Mortgage. If default be made in the payment of the said contract, or of any part thereof, or in the case of waste or non-payment of taxes, assessments or prior mortgages on said premises, or of a breach of any of the covenants or agreements herein contained, then in such case the whole of said sum, secured by the said contract in this mortgage mentioned, shall thereupon, at the option of the said mortgagee, his or its attorneys or assigns, and as provided by law, become due and payable, and this mortgage may be foreclosed to pay the same, and it shall be lawful for the said 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.

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 attorney's fees, to be included in the decree, and all moneys advanced for taxes, assessments and other liens; then there shall be paid the unpaid balance of said contract whether due and payable by the terms thereof or not.

DATED, This 30 day of April A.D. 19 91

Ruby Baker (SEAL)
Ruby Wilson (SEAL)
a/k/a Ruby Wilson
(Type or print names beneath signatures)

Person signing immediately below signs to subject his or her interests in the above described property, including any right to possession after foreclosure, to the terms of this mortgage and to waive his or her homestead exemption in the above described real estate. Person signing immediately below is not personally liable.

(SEAL)

STATE OF ILLINOIS } ss.
County of Cook

I, Andrea R. Klusendorf in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That Ruby Baker, AKA Ruby Wilson

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 (they) (he) (she) signed, sealed and delivered the said instrument as (their) (his) (her) free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. IN WITNESS WHEREOF, I hereunto set my hand and official seal this 15th day of May 19 91

Andrea R. Klusendorf
Notary Public

My Commission
" OFFICIAL SEAL "
ANDREA R. KLUSENDORF
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/2/91

THIS INSTRUMENT WAS PREPARED BY
PREPARED BY:
NAME NAN KLUSENDORF
ADDRESS 4258 N. CIGERO

91233658
91233658

UNOFFICIAL COPY

912333028

912333028

Space below for Recorder's use only

Address recording mail to:

Date:

TO

REAL ESTATE MORTGAGE

REAL ESTATE MORTGAGE

THE INSTRUMENT WITHIN THE

NOTARY PUBLIC STATE OF ILLINOIS

NOTARY PUBLIC STATE OF ILLINOIS

ASSIGNMENT

The undersigned, for value received, does hereby grant, bargain, sell, assign, transfer and set over to _____ all right, title and interest in and to the Mortgage appearing on the reverse side hereof and the money due and to become due on the Home Improvement Retail Installment Contract entered thereby and warrants that no liens have been filed by Assignor on the property described in the Mortgage.

By _____ (Seller's name) Title _____

ACKNOWLEDGMENT

STATE OF _____ County of _____ ss. On this _____ day of _____, 19____, there personally appeared before me _____ known or proven to me to be the person whose name is subscribed to the within assignment, and acknowledged that he/she executed the same, of his/her free and voluntary act and for the purposes therein contained and (in the event the assignment is by a corporation) that he/she is _____ and was authorized to execute the sale / assignment and the seal of the corporation, if any, is the seal of the corporation.

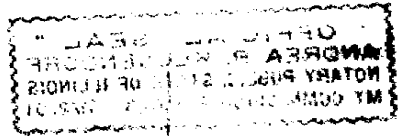
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires _____

Mail to:

Gloria Gerstein
P. O. Box 115
Morton Grove, IL. 60053



PREPARED BY: _____
NAME: _____
ADDRESS: _____

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