

# UNOFFICIAL COPY

OCTOBER 28, 1992

THIS INDENTURE, made 18 between  
JOE & NANCY LOPEZ HIS WIFE IN JOINT TENANCY  
3327 S. OAKLEY AVE.  
CHICAGO, ILLINOIS 60608

92811530

(NO. AND STREET) (CITY) (STATE)  
herein referred to as "Mortgagors", and  
FLEET FINANCE, INC.  
2311 W 22ND ST OAK BROOK, ILLINOIS 60521

DEPT-Q1 RECORDING #23.50  
745555 TRAN 9865 10/30/92 12:24:00  
#8692 \* E \* -- 92 -- # 11530  
COOK COUNTY RECORDER

(NO. AND STREET) (CITY) (STATE)  
herein referred to as "Mortgagee," witnesseth:

Above Space For Recorder's Use Only

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of EIGHTEEN THOUSAND & EIGHT HUNDRED & SIXTYN DOLLARS & 00/100 CENTS DOLLARS (\$ 18,816.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the day of NOVEMBER 3RD 1992 and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 2311 W. 22ND ST OAK BROOK, ILLINOIS 60521

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF CHICAGO, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 39 IN GROSS AND BOWMAN'S SUBDIVISION OF BLOCK 22 IN S.J. WALKER'S SUBDIVISION OF THAT PART LYING SOUTH OF CANAL OF THE NORTH WEST QUARTER OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF THAT PART SOUTH OF CANAL OF THE NORTH EAST QUARTER OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS ; 3327 S. OAKLEY AVE CHICAGO, ILLINOIS 60608  
P.I.N#17-31-111-012

92811530

which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are set forth primarily and on a party with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is: JOE & NANCY LOPEZ HIS WIFE IN JOINT TENANCY

This mortgage consist of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors or assigns.

Witness the hand ... and seal ... of Mortgagors the day and year first above written.

Joe Lopez (Seal)  
JOE LOPEZ

Nancy Lopez (Seal)  
NANCY LOPEZ

PLEASE PRINT OF TYPE NAME(S) BELOW SIGNATURE(S)

(Seal) (Seal)

State of Illinois, County of COOK, ss. I, the undersigned, a Notary Public in and for said County, do hereby certify that JOE & NANCY LOPEZ HIS WIFE IN JOINT TENANCY are personally known to me to be the same person S whose name S subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed, sealed and

MY COMMISSION EXPIRES 2/1/96 and the said instrument as 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 official seal, this 28TH day of OCTOBER 1992

Commission expires 2/1/96 NOT 7/1/96 Notary Public

This instrument was prepared by LISA KOSMATINE 2311 W. 22ND ST OAK BROOK, IL 60521

Mail this instrument to FLEET FINANCE, INC. 2311 W. 22ND ST OAK BROOK, ILL 60521

(CITY) (STATE) (ZIP CODE)

OR RECORDER'S OFFICE BOX NO.

Mail To: Fleet Finance, Inc.  
2311 E. 22nd St.  
Suite 100  
Des Plaines, IL 60016

#08385

2352

and buildings and improvements... This instrument shall be void and of no effect...

17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby... 18. The Mortgagee and all persons claiming under or through Mortgagee...

19. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party intervening herein in an action at law upon the note hereby secured...

20. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises... 21. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority...

22. Mortgagee shall pay for any general taxes, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall, upon written request, furnish to Mortgagee duplicate receipts therefor...

23. Mortgagee shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed... 24. Mortgagee shall pay for any general taxes, and shall pay special taxes, special assessments, water charges, sewer charges...

25. Mortgagee shall pay for any general taxes, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due... 26. Mortgagee shall pay for any general taxes, and shall pay special taxes, special assessments, water charges, sewer charges...

27. Mortgagee shall pay for any general taxes, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due... 28. Mortgagee shall pay for any general taxes, and shall pay special taxes, special assessments, water charges, sewer charges...

29. Mortgagee shall pay for any general taxes, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due... 30. Mortgagee shall pay for any general taxes, and shall pay special taxes, special assessments, water charges, sewer charges...

31. Mortgagee shall pay for any general taxes, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due... 32. Mortgagee shall pay for any general taxes, and shall pay special taxes, special assessments, water charges, sewer charges...

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