

# UNOFFICIAL COPY

92333270

THIS INDENTURE, made MAY 12, 1992, between  
JERRY HARPER AND YVETTE HARPER, HIS WIFE, AS JOINT  
TENANTS

OF 11402 S. LOTHAIR, CHICAGO, ILLINOIS 60643  
(NO AND STREET)  
herein referred to as "Mortgagors," and FLEET FINANCE, INC.  
(CITY) (STATE)

925 W. 175th ST., HOMewood, ILLINOIS 60430  
(NO AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee," witnesseth

REC'D BY RECORDER

\$23.50

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of SIX THOUSAND, FIVE HUNDRED SIXTY SIX DOLLARS AND FORTY CENTS \*\*\*\*\* DOLLARS (\$6,566.40\*\*\*\*\*), 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 18<sup>th</sup> day of MAY, 19<sup>th</sup> 97, 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 925 W. 175th ST., HOMWOOD, ILLINOIS 60430.

Above Space For Recorder's Use Only

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 covenants 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, situated, lying and being in the CITY OF CHICAGO, COUNTY OF COOK, AND STATE OF ILLINOIS, to wit:

THE NORTH 1/3 OF LOT 5 IN THE RESUBDIVISION OF LOTS 1 TO 10 AND 17 TO 24, ALL INCLUSIVE IN BLOCK "G" IN MORGAN PARK, WASHINGTON HEIGHTS, IN SECTION 19, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D. NUMBER: 25-19-111-937

COMMONLY KNOWN AS: 11402 S. LOTHAIR, CHICAGO, ILLINOIS 60643

92333270

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 is agreed primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter thereon or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or generally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor 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 JERRY HARPER & YVETTE HARPER.

This mortgage consists 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.

  (Seal) (Seal)

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

JERRY HARPER

(Seal) (Seal)

State of Illinois, County of COOK

in the State aforesaid, DO HEREBY CERTIFY that JERRY HARPER AND YVETTE HARPER, HIS  
WIFE, AS JOINT TENANTS, personally known to me to be the same person(s) whose name(s) are                  subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered 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, the 12<sup>th</sup> day of MAY, 19<sup>th</sup> 92.

Commission expires FEBRUARY 19, 19 95.

 PAMELA A. GORDON

Notary Public

This instrument was prepared by \_\_\_\_\_

(NAME AND ADDRESS)

Noted this instrument to \_\_\_\_\_

(NAME AND ADDRESS)

OFFICIAL SEAL
PAMELA A. GORDON
Notary Public, State of Illinois
My Commission Expires 2-19-95

(CITY)

(STATE)

(ZIP CODE)

OR RECORDER'S OFFICE BOX NO \_\_\_\_\_

L-MTOL REV. 2/82  
CONTROL NO. 8071402  
KLF 928

2354

# UNOFFICIAL COPY

and changes of beneficial ownership. This document contains only a brief summary of the provisions of this mortgage. A full copy of the mortgage is attached hereto. It is important that you read the full copy of the mortgage before signing it. You should also read the terms and conditions of the loan and the rights and responsibilities of the lender.

1. Mortgagors shall pay before any payment of principal, interest or other charges due under this mortgage, any tax or assessment which may become due and payable, including amounts due under any other contracts between them and the lender.

2. Mortgagors shall pay before any payment of principal, interest or other charges due under this mortgage, any tax or assessment which may become due and payable, including amounts due under any other contracts between them and the lender.

3. In the event of the death of any person, the right of survivorship shall not affect the rights of the heirs or devisees of such person to the property held by such person.

4. If, by the time of the transfer of the property under this mortgage, any tax or assessment due under this mortgage has not been paid, the lender may require the transferor to pay the same before the transfer can be made.

5. At the death of any person, the right of survivorship shall not affect the rights of the heirs or devisees of such person to the property held by such person.

6. Mortgagors shall pay before any payment of principal and interest, taxes and other expenses in connection with the property held by them.

7. In the case of a transfer of the property held by them, the right of survivorship shall not affect the rights of the heirs or devisees of such person to the property held by them.

8. Mortgagors shall pay before any payment of principal and interest, taxes and other expenses in connection with the property held by them.

9. Mortgagors shall pay before any payment of principal and interest, taxes and other expenses in connection with the property held by them.

10. When the mortgagors have been advised by the lender to make payment of any amount due under this mortgage, they shall do so within ten days of receiving such notice.

11. The proceeds of any sale of the property held by them shall be applied first to the payment of any amount due under this mortgage, and then to the payment of any amount due under any other contract between them and the lender.

12. Upon or at any time after the filing of a complaint to foreclose this mortgage, the holder of the same may apply for a writ of execution.

13. No action for the enforcement of any provision of this mortgage shall be brought except to any party upon whom the same has been served.

14. Any action to enjoin or restrain the performance of any provision of this mortgage shall be brought in the name of the mortgagors.

15. The mortgagors shall pay before any payment of principal and interest, taxes and other expenses in connection with the property held by them.

16. If the mortgagors fail to pay any amount due under this mortgage, the lender may require the payment of such amount by the mortgagors.

17. Mortgagors shall release this mortgage and pay off all amounts due under this mortgage.

18. The mortgagors shall pay before any payment of principal and interest, taxes and other expenses in connection with the property held by them.

19. Mortgagors shall pay before any payment of principal and interest, taxes and other expenses in connection with the property held by them.

20. Mortgagors shall pay before any payment of principal and interest, taxes and other expenses in connection with the property held by them.

21. Mortgagors shall pay before any payment of principal and interest, taxes and other expenses in connection with the property held by them.

THE CONVENTIONS AND PROMISES REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE).