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93771092

DEPT-01 RECORDING $23.00
T#0000 TRAN 3107 09/24/93 14:16:00
#5910 # * -93-771092
COOK COUNTY RECORDER

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MORTGAGE DATE
7 28 93
MO DAY YEAR

REAL ESTATE MORTGAGE AND ASSIGNMENT OF REAL ESTATE MORTGAGE

(ILLINOIS INDIRECT-NOT FOR PURCHASE MONEY)

Property of Cook County Clerk's Office

THIS INDENTURE MADE ON THE DATE NOTED ABOVE, BY AND BETWEEN THE PARTIES LISTED BELOW,

93771092

MORTGAGOR(S)		MORTGAGEE	
NAME(S) Ida Mc Cain		NAME(S) H.C.P Sales, Inc	
ADDRESS 423 N. Lawndale		ADDRESS 3101 N. Cicero	
CITY Chicago		CITY Chicago	
COUNTY Cook	STATE Il	COUNTY Cook	STATE Il

WITNESSETH:

That whereas, the Mortgagor(s) are justly indebted to the Mortgagee upon the Retail Installment Contract of even date, in the sum of Eight Thousand Six Hundred Seventy Four and 56/100 dollars ($ 8674.56), payable to the order of and delivered to the Mortgagee, in and by which contract the Mortgagor(s) promise to pay the said sum as follows:

In 72 installments of $ 120.48 beginning 35 days after completion date as indicated on the completion certificate and continuing on the same day of each successive month thereafter until paid in full, and all of said indebtedness is made payable at such place as the holders of the Retail Installment Contract may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of Calumet National Bank, 5231 Hohman Avenue, Hammond, Indiana 46320.

Now, therefore, the Mortgagor(s) in consideration of the concurrent extension of credit, and in order to secure the prompt payment of said Retail Installment Contract, and to better insure the punctual and faithful performance of all and singular the covenants and agreements herein undertaken to be performed by the Mortgagor(s), do(es) hereby MORTGAGE and WARRANT unto the Mortgagee, its successors and assigns, all and singular the real estate situate, lying and being in the County of Cook State of Illinois, hereby releasing and waiving all rights and benefits 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, said real estate known and described as follows, to-wit:

PROPERTY DESCRIPTION

Lot 10 in VanBezey's SUbdivision of Lots 24 through 41 inclusive of Van Wyck's Subdivision of Block 15 of W.J. Morton's Subdivision of the East Half of the North West Quarter of Section 11, Thownship 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Pin. #16-11-132-015

Commonly known as

CNB-269 (Revised 11/93)

23.00

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together with all and singular the tenements, hereditaments, privileges and appurtenances thereunto belonging or in any wise appertaining, and the rents, issues, and profits thereof, and all buildings and improvements thereon, or that may hereafter be placed thereon, also all the fixtures of every kind and nature necessary or proper for the use and maintenance of said real estate and premises that are now or may hereafter be placed thereon; and, also the right, title, interest and estate of the Mortgagor(s) in and to said premises, hereby releasing and waiving all rights under and by virtue of any and all valuation and appraisement laws of the State of Illinois, and all right to retain possession of said premises after any default in payment of the indebtedness hereby secured, or in any part thereof, or breach of any of the covenants or agreements herein contained.

MOREOVER, the Mortgagor(s) expressly covenant(s) and agree(s) with the Mortgagee as follows, to-wit:

To keep the mortgaged property, including the buildings and improvements thereon, fully insured at all times against all hazards with an insurance company authorized to do business in the State of Illinois, acceptable to the Mortgagee, which policy shall contain a loss-payable clause in favor of the Mortgagee as its interest may appear, and if the Mortgagor(s) fail to do so, they hereby authorize Mortgagee to insure or renew insurance on said property in a sum not exceeding the amount of indebtedness of the Mortgagor(s) for a period not exceeding the term of such indebtedness and to charge Mortgagor(s) with the premium thereon, or to add such premium to the indebtedness of the Mortgagor(s), and provided, however, that it shall not be obligatory upon the Mortgagee to advance funds for this purpose.

If Mortgagee elects to waive such insurance, Mortgagor(s) agree to be fully responsible for damage or loss resulting from any cause whatsoever, Mortgagor(s) agree that any sums advanced or expended by Mortgagee for the protection or preservation of the property shall be repaid upon demand and if not so paid shall be secured hereby. Mortgagor(s) further agree: to pay all taxes, assessments, bills for repairs and any other expenses incident to the ownership of the mortgaged property when due in order that no lien superior to that of this mortgage and not now existing may be created against the property during the term of this mortgage, and to pay, when due, all installments of interest and principal on account of any indebtedness which may be secured by a lien superior to the lien of this mortgage and existing on the date hereof, provided that if Mortgagor(s) fail to make any of the foregoing payments, the Mortgagee, at its discretion, may pay the same on behalf of the Mortgagor(s) and may charge Mortgagor(s) with the amount so paid, adding the same to the indebtedness of the Mortgagor(s) which is secured hereby, and provided, however, that it shall not be obligatory upon the Mortgagee to advance funds for any of the purposes aforesaid, or to inquire into the validity of such taxes, assessments or special assessments or into the necessity of such repairs, to exercise due diligence in the operation, management and occupation of the mortgaged property and improvements thereon, and not to commit or allow waste on the mortgaged premises, and to keep the mortgaged property in its present condition and repair, normal and ordinary depreciation excepted.

If default be made in the terms or conditions of the debt or debts hereby secured or of any of the terms of this mortgage, or in the payment of any installments when due, or if the Mortgagor(s) shall become bankrupt or insolvent, or make an assignment for the benefit of creditors, or have a receiver appointed, or should the mortgaged property or any part thereof be attached, levied upon or seized, or if any of the representations, warranties or statements of Mortgagor(s) herein contained be incorrect or if the Mortgagor(s) shall abandon the mortgaged property, or sell or attempt to sell all or any part of the same, then the whole amount hereby secured shall, at the Mortgagee's option, become immediately due and payable, without notice or demand, and shall be collectible in a suit at law or by foreclosure of this mortgage. In any case, regardless of such enforcement, Mortgagee shall be entitled to the immediate possession of the mortgaged property with the rents, issues, income and profits therefrom, with or without foreclosure or other proceedings. Mortgagor(s) shall pay all costs, including reasonable attorney's fees, expenses of receivership and any additional expenses which may be incurred or paid by Mortgagee in connection with any suit or proceeding to which it may be a party by reason of the execution or existence of this mortgage and in the event of foreclosure of this mortgage, Mortgagor(s) will pay to Mortgagee, in addition to taxable costs, a reasonable fee for the search made and preparation for such foreclosure, together with all other and further expenses of foreclosure and sale, including expenses, fees and payments made to prevent or remove the imposition of liens or claims against the property and expenses of upkeep and repair made in order to place the same in a condition to be sold.

No failure on the part of the Mortgagee to exercise any of its rights hereunder for defaults or breaches of covenant shall be construed to prejudice its rights in the event of any other or subsequent defaults or breaches of covenant, and no delay on the part of the Mortgagee in exercising any of such rights shall be construed to preclude it from the exercise thereof at any time during the continuance of any such default or breach of covenant, and Mortgagee may enforce any one or more remedies hereunder successively or concurrently at its option.

All rights and obligations hereunder shall extend to and be binding upon the several heirs, successors, executors, administrators and assigns of the parties hereto.

93711092

STATE OF Illinois
COUNTY OF Cook } SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 28th day of July 19 93

personally appeared Ida McCain

and acknowledged the execution of the above and foregoing mortgage.
Witness my Signature and Seal

Shelly Berkowitz
Notary Public

My Commission Expires

" OFFICIAL SEAL "
SHELLY BERKOWITZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/22/94

IN WITNESS WHEREOF, said Mortgagor(s) hereunto set hand and seal the day and year first above written

Ida McCain (Seal)
Mortgagor Ida McCain

(Seal)
Mortgagor

(Seal)
Mortgagor

(Seal)
Mortgagor

ASSIGNMENT OF MORTGAGE

FOR VALUABLE CONSIDERATION, Mortgagee hereby sells, assigns and transfers the within MORTGAGE to Calumet National Bank, 5231 Hohman Avenue, Hammond, Indiana 46320.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 19_____

ATTEST:

By: _____ Title

Mortgagee

By: _____ Title

STATE OF _____
COUNTY OF _____ } SS:

Before me, a Notary Public, in and for said County and State, this _____ day of _____, 19_____,

personally appeared the above named _____ as _____

and _____ as _____, of _____

to me well known, and acknowledged the above and foregoing assignment.

WITNESS my hand and notarial seal this _____ day of _____ 19_____.

DELIVER TO
CALUMET NATIONAL BANK
P.O. BOX 69
HAMMOND, IN 46325
INSTALMENT LOAN DEPT.

Notary Public

My Commission Expires:

THIS INSTRUMENT PREPARED BY: C. P. HENDRON, ASST. VICE PRES.

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