



UNOFFICIAL COPY

ORIGINAL

013-0004 (REV. 3-89)

8585 N. STEWARTS DALLAS, TX 75247 (Address)
This instrument prepared by AMRE INC., AN AUTHORIZED SEARS CONTRACTOR

including the rents and profits arising or to arise from the real estate from default until the time to redeem from any sale under judgment of foreclosure shall expire, situated in the County of COOK and 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 or breach of any of the covenants, agreements, or provisions herein contained.

RECORDED

OFFICIAL SEAL
DONATED TO THE
PROPERTY OF COOK COUNTY

93075136

93075136

COOK COUNTY, ILLINOIS
MAY 28 1996

TSLS Chappe
Chicago Illinois
2-25-96

8447922 DA

8447928 DA

THE MORTGAGORS FOR THEMSELVES, THEIR HEIRS, PERSONAL REPRESENTATIVES AND ASSIGNS, CONVEY AND AGREE TO PAY SAID CONTRACT AND INTEREST AS THEY BECOME DUE AND TO PAY SUCH FURTHER ADVANCES, IF ANY, WITH INTEREST AS PROVIDED IN THE CONTRACT OR CONTRACTS EVIDENCING SUCH ADVANCES. ALL OF THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT:

Table with columns: NO. OF PAYMENTS, AMOUNT OF FIRST PAYMENT, AMOUNT OF EACH PAYMENT, AMOUNT OF LAST PAYMENT, DUE DATE, DUE DATE EACH MONTH, FINAL PAYMENT DUE DATE, TOTAL OF PAYMENTS. Includes data for 36 payments and a total of 8615.52.

NAME AND ADDRESSES OF ALL MORTGAGORS: IZETLA O'BRYAN, 7754 SOUTH CHAPPEL, CHICAGO IL 60649. TO MORTGAGE AND WARRANT: AMRE INC., AN AUTHORIZED SEARS CONTRACTOR, 8585 N. STEWARTS, DALLAS, TX 75247.

93075136

AMRE INC., AN AUTHORIZED SEARS CONTRACTOR
8585 N. STEWARTS
DALLAS, TX 75247

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REAL ESTATE MORTGAGE

DO NOT WRITE IN ABOVE SPACE

Recording Fee \$3.50. Extra acknowledgments, fifteen cents, and five cents for each lot over three and fifty cents for long descriptions.

Mail to:

CFC

2313 W. Green Street

Chicago, Ill.

60643-1096

93152036

My commission expires

OFFICIAL SEAL
DONALD FERRENTINO
Notary Public, State of Illinois
My Commission Expires 4/5/98

RECORDED

LEZETTE O'BRYAN

I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify that

STATE OF ILLINOIS, County of Cook

In witness whereof, the said Notary has hereunto set her hand and seal this 2nd day of July A.D. 1992
LEZETTE O'BRYAN
(SEAL) (SEAL) (SEAL) (SEAL)

And it is further understood and agreed, by and between the parties hereto, that the covenants, agreements and provisions herein contained shall apply to, and as far as the law allows, be binding upon and be for the benefit of the heirs, executors, administrators and assigns of said parties respectively.

And it is further expressly agreed by and between said Mortgagee and Mortgagor, that if default be made in the payment of said contract or in any of them or any part thereof, or the interest thereon, or any part thereof, when due, or in case of a breach in any of the covenants, or agreements herein contained, or in case said Mortgagee is made a party to any suit by reason of the existence of this mortgage, then or in any such cases, said Mortgagor shall at once owe said Mortgagee reasonable attorney's fees for protecting its interest in such suit and for the collection of the amount due and secured by this mortgage, whether by foreclosure proceedings or otherwise, and a lien is hereby given upon said premises for such fees, and in case of foreclosure hereof, a decree shall be entered for such reasonable fees, together with whatever other indebtedness may be due and secured hereby.

And the said Mortgagor further agrees that in case of default in the payment of the interest on said contract when it becomes due and payable it shall bear like interest with the principal of said contract.

And the said Mortgagor further covenants and agrees to and with said Mortgagee that Mortgagee will in the meantime pay all taxes and assessments on the said premises, and will as a further security for the payment of said indebtedness keep all buildings that may at any time be upon said premises insured for fire, extended coverage, vandalism and malicious mischief in some reliable company, up to the insurable value thereof, or up to the amount remaining unpaid of the said indebtedness by suitable policies, payable in case of loss to the said mortgagee and to deliver to it all policies of insurance that may be effected, and all renewal certificates therefor, and said Mortgagee shall have the right to collect, receive and receipt, in the name of said Mortgagor or otherwise, for any and all money that may become payable and collectable upon any such policies of insurance by reason of damage to or destruction of said buildings or any of them, and apply the same less all reasonable expenses in obtaining such money in satisfaction of the money secured hereby, or in case said Mortgagee shall so elect, may use the same in repairing or rebuilding such building and in case of refusal or neglect of said Mortgagor thus to insure or deliver such policies, or to pay taxes, said Mortgagee may procure such insurance or pay such taxes, and all monies thus paid shall be secured hereby, and shall bear interest at eight percent and be paid out of the proceeds of the sale of said premises, or out of such insurance money if not otherwise paid by said Mortgagee. It is prohibited by law or regulation, this mortgage and all sums hereby secured shall become due and payable at the option of the Mortgagee and without notice to Mortgagor forthwith upon the conveyance of Mortgagor's title to all or any portion of said mortgaged property and premises, or upon the vesting of such title in any manner in persons or entities other than, or with, Mortgagor unless the purchaser or transferee assumes the indebtedness secured hereby with the consent of the Mortgagee.

And the said Mortgagor further covenants and agrees to and with said Mortgagee that Mortgagee will in the meantime pay all taxes and assessments on the said premises, and will as a further security for the payment of said indebtedness keep all buildings that may at any time be upon said premises insured for fire, extended coverage, vandalism and malicious mischief in some reliable company, up to the insurable value thereof, or up to the amount remaining unpaid of the said indebtedness by suitable policies, payable in case of loss to the said mortgagee and to deliver to it all policies of insurance that may be effected, and all renewal certificates therefor, and said Mortgagee shall have the right to collect, receive and receipt, in the name of said Mortgagor or otherwise, for any and all money that may become payable and collectable upon any such policies of insurance by reason of damage to or destruction of said buildings or any of them, and apply the same less all reasonable expenses in obtaining such money in satisfaction of the money secured hereby, or in case said Mortgagee shall so elect, may use the same in repairing or rebuilding such building and in case of refusal or neglect of said Mortgagor thus to insure or deliver such policies, or to pay taxes, said Mortgagee may procure such insurance or pay such taxes, and all monies thus paid shall be secured hereby, and shall bear interest at eight percent and be paid out of the proceeds of the sale of said premises, or out of such insurance money if not otherwise paid by said Mortgagee. It is prohibited by law or regulation, this mortgage and all sums hereby secured shall become due and payable at the option of the Mortgagee and without notice to Mortgagor forthwith upon the conveyance of Mortgagor's title to all or any portion of said mortgaged property and premises, or upon the vesting of such title in any manner in persons or entities other than, or with, Mortgagor unless the purchaser or transferee assumes the indebtedness secured hereby with the consent of the Mortgagee.