

UNOFFICIAL COPY

93135720

REAL ESTATE MORTGAGE

(This space for Recorder's use only)

THIS INSTRUMENT WITNESSETH, THAT MICHAEL & MARY SCHELINSKI HUSBAND & WIFE
 of 15109 S. RADAY City of MIDLOTHIAN State of Illinois, Mortgagor(s)
 MORTGAGE and WARRANT to EVERDRY WATERPROOFING OF CHICAGO
 of 1157 N. MAIN ST. LOMBARD, IL. 60148 Mortgagor,
 to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith, in the amount of \$ 6000.00 payable to the
 order of and delivered to the Mortgagor, 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 3/19/2000, the following described real estate, to wit:

Lot 399 in 9th Addition to Bremen Shire Estates, being a Subdivision of part of the Northwest
 1/4 of Section 14, Township 36 North, Range 13, North of the Indian Boundary Line (except
 therefrom the South 40 Acres of the North 60 Acres) of the West 1/2 of the Northwest 1/4 of
 said Section 14, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook
 County, Illinois

Tax Number: 28-14-113-012

Commonly known as: 15109 Raday Dr Midlothian Illinois 60445

DEPT-01 RECORDING \$23.50
 TRAM 7748 02/24/93 09448200
 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 rights 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
 Mortgagor's prior written consent, Mortgagor, at Mortgagor'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. Mortgagor, at Mortgagor's option, may waive the right to declare
 the balance immediately due and may accept in writing an assumption of the debt by the person to whom the Mortgagor is transferring or selling
 the interest in the property.

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, Mortgagor(s) may pay them and all sums of money so
 expended shall be repayable by Mortgagor(s) and such expenditures(s) shall be secured by this mortgage. In default of 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 this mortgage, 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 15 day of December A.D., 19 92

Michael E Schelinski (SEAL)
 Mortgagor
Mary P Schelinski (SEAL)
 Mortgagor
 (Type or print names beneath signatures)

This Instrument Filed For Record
 By TFW As An Accommodation
 Only. It Has Not Been Examined As To Its
 Execution Or As To Its Effect Upon Title.

Person signing immediately below signs as to 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.

 Mortgagor (SEAL)
 (Type or print names beneath signatures)

STATE OF ILLINOIS
 County of Cook
V Lynn Schmidt

 In and for said County, in the State aforesaid, DO HEREBY CERTIFY, That

Michael E and Mary P Schelinski
 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 15 day of December 19 92.

V Lynn Schmidt (SEAL)
 Notary Public
 V LYNN SCHMIDT
 NOTARY PUBLIC, STATE OF ILLINOIS
 My Commission Expires 6/16/94

My Commission Expires _____

WILSON CREDIT FINANCIAL SERVICES CORP
 80 NORTH BRIDGE PKWY
 BURNING BRIDGE, IL 60621
 Address

93135720

UNOFFICIAL COPY

DPA-032377

space below for Recorder's use only

After recording mail to:

REAL ESTATE MORTGAGE

05777170

TO

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 secured thereby and warrants that no liens have been filed by Assignor on the property described in the Mortgage.

By _____ Title _____

ACKNOWLEDGMENT

STATE OF _____ ss. County of _____

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, as his/her free and voluntary act of the purposes therein contained and (in the event the assignment is by a corporation) that he/she is _____ and was authorized to execute the said assignment and the seal affixed thereto, if any, is the seal of the corporation.

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

This instrument filed for Record as an Accommodation. Only if Has Not Been Examined As To Its Execution Or Validity Upon Entry.

Notary Public

My Commission Expires _____

93135720

