

REAL ESTATE MORTGAGE WITH HOMESTEAD WAIVER
94979723

43435-20001

This Indenture, WITNESSETH, That Judy L. Yates, an unmarried individual Mortgagor (s), of Cook County, State of Illinois, hereby convey and warrant to Pioneer Bank & Trust Company, a corporation duly organized and existing under the laws of the State of Illinois, Mortgagee, of Cook County, State of Illinois, for the sum of thirty one thousand eight hundred ninety seven and twenty cents Dollars, for the following described real estate in Cook County, State of Illinois

Lot 6 in Block 2 in Foster Montrose Boulevard Subdivision, a re subdivision of part of the Northwest 1/4 of the Southeast 1/4 of Section 18, Township 40 North, Range 14, East of the Third Principal Meridian, lying West of the Chicago and North Western Railroad Right of Way and excepting Street of Recording P.R.E.T. # 14-18-401-022

DEPT. OF RECORDING
 10003 TRAN 9196 11/18/94 10:49:00 \$25.00
 64044 EB #94-979723
 COOK COUNTY RECORDER

Property Address: 4340 North Wolcott Avenue Chicago
 The said Mortgagor (s) covenant and agree with the said Mortgagee that they are legal owners of above described real estate and do hereby release and waive all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, to said Mortgagee.

This mortgage is given to secure the indebtedness of a note of even date in the amount of \$ 31,897.20 repayable in 120 equal monthly installments of \$ 265.81 each, beginning on the 15th day of December 19 94 as executed by Judy L. Yates Mortgagors, to said Mortgagee upon full payment of which this conveyance shall become void

The said Mortgagor(s) agree to pay all taxes and assessments on said property and insure the property against direct loss or damage occasioned by fire; and upon Mortgagors failure to do so the owner of the above indebtedness may pay same and add the amounts thereof to the indebtedness due.

The said Mortgagor(s) agree to pay all reasonable attorney's fees, costs, and expenses, including expenses of obtaining evidence of title and appraisals incurred by Mortgagee in the event of foreclosing this mortgage.

94979723

In Witness Whereof the said Mortgagor (s) have hereunto set her hands and seal this 28th day of September, A.D. 1994

 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)

STATE OF ILLINOIS, County of Cook, SS.

I, the undersigned, a Notary Public in and for said county and State aforesaid, do hereby certify that Judy L. Yates personally known to me to be the same person whose name subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed, sealed and delivered said instrument as a 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 SEAL THIS 28 DAY OF Sept, 19 94

OFFICIAL SEAL
 Jeffrey H. ...
 Notary Public, State of Illinois
 Cook County
 My Commission Expires 02/28/95

 NOTARY PUBLIC

THIS DOCUMENT WAS DRAFTED BY SANDRA HUDSON
 PIONEER BANK & TRUST COMPANY
 4000 West North Avenue
 Chicago, Illinois 60639

MAIL TO
 2500
 BOX 22

UNOFFICIAL COPY

65707090

DEPT-01 RECORDING
130003 TRAN 2/28 11/18/94 10:43:00
#044 *EB *24-22223
COOK COUNTY RECORDER

18 1/2 1/2 1/2 1/2

Property of Cook County Clerk's Office

RETAIL INSTALLMENT CONTRACT - B

63435-70001

PIONEER BANK & TRUST COMPANY
4000 W. NORTH AVE
CHICAGO, IL 60639
(Assignee)

UNOFFICIAL COPY
VINTAGE INDUSTRIES OF ILLINOIS, INC.
3431 W. IRVING PARK ROAD
CHICAGO, ILLINOIS 60618
(Seller and Creditor Name and address)

JFK

Buyer JUDY L YATES 4340 N. WILSON CHICAGO IL 312 541-0250
Buyer _____
Guarantor _____

FEDERAL TRUTH-IN-LENDING STATEMENT

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. <u>14.00%</u>	FINANCE CHARGE The dollar amount the credit will cost you. <u>\$14777.20</u>	AMOUNT FINANCED The amount of credit provided to you or on your behalf. <u>\$17120.00</u>	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled. <u>\$31877.20</u>	TOTAL SALE PRICE The total cost of your purchase on credit, including your down payment. <u>\$864.00</u> <u>\$32761.20</u>
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ITEMIZATION OF AMOUNT FINANCED

- Cash Price \$ 17984.00
- Down Payment \$ 864.00
- Unpaid Balance of Cash Price \$ 17120.00
- Amounts Paid to Others on Your Behalf:
 - A. To Insurance Companies \$ _____
 - B. For Title Search \$ _____
 - C. For Appraisal \$ _____
 - D. For Official Filing Fees \$ _____
 - E. To _____ \$ _____
 - F. To _____ \$ _____

Total Paid to Others on Your Behalf \$ _____

5. Amount Financed \$ 17120.00
(3 + 4)

Your payment schedule will be:

No. of Payments	Amount of Payments	Payments are due monthly
<u>120</u>	<u>\$ 265.81</u>	beginning thirty days after disbursement date

SECURITY: You are giving a security interest in the goods being purchased and right of set-off against any moneys, credits or other property of yours from time to time in the possession of the Assignee on deposit or otherwise.

Mortgage on Real property at _____ (the "Subject Property").

The collateral described herein shall hereafter be referred to as the "Collateral."

LATE CHARGE: If any scheduled payment is 10 days late, you will be charged 1) 5% of such scheduled payment if the installment is in excess of \$100.00, or 2) \$5.00, if the installment is for \$100.00 or less.

PREPAYMENT: If you pay off early, you will not have to pay a penalty. If you pay off early you may be entitled to a refund of part of the finance charge, but you will be assessed a \$12.00 acquisition fee for prepayment in full. See your contract terms below and on the reverse side for any additional information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and penalties and further information about security interests.

Credit insurance is not required by Assignee nor is it a factor in approval of the extension of credit. No credit insurance is to be provided unless the Buyer signs the appropriate authorization below. Group Credit Insurance is available at the following costs:

Credit Life Insurance \$ _____ Credit Disability Insurance \$ _____
(In the event of prepayment, unearned insurance premiums will be refunded.)

I desire Credit Life and Disability Insurance _____
I desire Credit Life Insurance only _____
I DO NOT want Credit Life or Disability Insurance _____

(Age of Insured) (Signature) _____
(Age of Insured) (Signature) _____
(Age of Insured) (Signature) _____
(Age of Insured) (Signature) _____

The Seller hereby sells, and the Buyer (meaning all undersigned Buyers jointly and severally) hereby purchases, subject to the terms set forth below and upon the reverse side hereof, the following described goods and services, which are to be finished or used in the modernization, rehabilitation, repair, alteration or improvement of the Subject Property, which is located at: SAMA AS ABOVE

Street _____ City _____ County _____ State _____ Zip Code _____

Description of Goods and Services: SUB CONTRACTOR R-134

VERIFIED COPY

I hereby certify that this document containing 2 no. of pages is a true and complete copy of the original held in our files.

PIONEER BANK & TRUST COMPANY
BY: MARIE J. WILSON
VICE PRESIDENT - ASSISTANT

and which may be more fully described in a proposal prepared by the Seller, and accepted by the Buyer, a copy of which has been delivered to the Buyer prior to the execution of this Retail Installment Contract (the "Contract") and is attached hereto.

SECURITY INTERESTS: Seller retains and shall have a purchase-money security interest in the above-described goods, together with all accessories and equipment attached thereto and all accessories, until the amount financed, the finance charge, all accrued interest and all other obligations of Buyer hereunder are paid in full. Buyer grants to any Holder ("Holder") of this Contract the right of set-off or lien on any deposits or sums now or hereafter owed by Holder to Buyer. Seller acquires a mechanic's lien for services, material and labor furnished to repair, build upon, improve, alter or ornament the Subject Property. Buyer has, contemporaneously with the execution hereof, delivered to Seller a mortgage granting to Seller a security interest in the Subject Property.

Buyer agrees to pay any expenses involved in releasing the security interest.

Buyer promises to pay to the order of Seller at the offices of the Assignee set forth above the principal sum of \$ 17120.00 (Amount Financed) together with interest on the principal balance from time to time unpaid at the rate of 14.00 percent per annum in 120 installments of \$ 265.81 each beginning thirty (30) days after disbursement and continuing on the same day of each successive month thereafter until paid in full. Interest (Finance Charge) begins to accrue on the date of disbursement. Buyer authorizes Assignee to insert the date of disbursement and the due date of the first installment on Seller's counterpart of this Contract and Buyer signs the Completion Certificate.

The date of disbursement is NOV 15, 1994. Due date of first installment is DEC 15, 1994.

PREPAYMENT: Full or partial prepayment can be made at any time. In the event of prepayment of the Contract in full at any time before maturity of the final installment, Buyer may receive a rebate of unearned finance charge computed on the Actuarial Method after first deducting an acquisition cost of \$12.

ACCELERATION: Buyer agrees that (1) if Buyer shall default in the payment of any installment due hereunder or any other indebtedness due hereon, or (2) Buyer shall fail to perform any agreement or warranty made by Buyer herein or in any additional document securing this Contract, or (3) if the goods shall be lost, stolen, substantially damaged, destroyed, sold, encumbered, removed, concealed, attached or levied upon, or (4) if the goods shall be seized or forfeited, or (5) a proceeding under any bankruptcy or insolvency statute shall be instituted by or against Buyer or Buyer's business or property, or Buyer shall make an assignment for benefit of creditors, or (6) if Buyer shall die or be adjudged incompetent, or (7) if Holder shall, for reasonable cause, deem itself insecure, or if Buyer shall abandon or destroy the goods, or if Holder has reasonable cause to believe that Buyer is about to leave the State, the Holder may declare the unpaid principal balance due hereunder, including all accrued interest and charges and all other indebtedness secured hereby, immediately due and payable, without notice or demand.

DELINQUENCY CHARGES: Buyer agrees to pay a delinquency charge on each installment in default for a period of not less than 10 days in an amount of 1) 5% of the scheduled payment if the installment is in excess of \$100.00, or 2) \$5.00 if the installment is for \$100.00 or less. In addition, Buyer agrees to pay reasonable attorneys' fees and other expenses, incurred by Holder in the collection or enforcement of the debt.

BUYER AGREES THAT THE PROVISIONS ON THE REVERSE SIDE HEREOF SHALL CONSTITUTE A PART OF THIS RETAIL INSTALLMENT CONTRACT AND BE INCORPORATED HEREIN.

NOTICE TO BUYER 1. Do not sign this Agreement before you read it or if it contains any blank spaces; 2. You are entitled to an exact copy of the Agreement you sign. 3. Under the law you have the right, among others, to pay in advance the full amount due and to obtain under certain conditions a partial refund of the finance charge.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE BUYER COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE BUYER SHALL NOT EXCEED AMOUNTS PAID BY THE BUYER HEREUNDER.

Buyer acknowledges receipt of a fully completed copy of this Contract executed by both Seller and Buyer. Guarantor, if any, acknowledges receipt of completed copies of this Contract and of Explanation of Guarantor's Obligation.

Date: 9-28-94
Seller: VINTAGE INDUSTRIES OF ILLINOIS
By: _____
Buyer: _____
Buyer: _____
Buyer: _____

Guarantor: _____
I hereby guarantee the collection of the above described amount upon failure of the Seller or any other Holder to collect said amount from the Buyer named herein.

UNOFFICIAL COPY

ADDITIONAL TERMS AND PROVISIONS

Seller shall not be liable for delays or damages caused by strikes, national or labor shortages, or other conditions beyond Seller's control. Buyer agrees to insure and pay for all necessary building materials, losses or other authorizations for its work, labor and services. Buyer agrees that any and all rubbish will be the responsibility of the Buyer. Buyer represents and warrants that Buyer is the owner of the Subject Property. Buyer agrees that all salvage removed from the Subject Property shall be the sole property of Seller and no compensation of any kind shall be paid to Buyer. Buyer agrees that any changes in specifications caused by changes in building codes, statutes or ordinances shall be charged to and paid for by Buyer. Buyer assumes the entire risk of loss or damage to said goods and agrees that their loss or damage shall not be a breach of Buyer's obligation hereunder. This Contract and the mortgage thereon shall be subject to the terms and conditions of the agreement of the parties contained in the retail installment sale, and no representations, promises, statements or warranties, expressed or implied, have been made by Seller or any other Holder unless specifically noted on the Buyer's separate mortgage. If any Buyer shall die, the estate of such Buyer shall not be liable for the obligations hereunder in respect to the Subject Property without the written consent of the Holder of the Contract.

Buyer will keep the Collateral free from any adverse lien, security interest or encumbrance and it and its heirs, assigns and successors will not waste or destroy the Collateral or any part thereof. Buyer will not use the Collateral in violation of any statute or ordinance or any policy of insurance thereon and the Seller or its agent shall have the right to inspect such Collateral at any time or from time to time, wherever located.

Buyer agrees to keep the Collateral fully insured against loss by fire, theft and other risk for the entire term of this Contract in companies acceptable to Holder. Holder is authorized to purchase all insurance included in the Contract. Insurance coverages, other than required insurance, have not been voluntarily contracted for by Buyer. Buyer may elect to purchase any required insurance from any insurance company, agent or broker of his own choice. If Buyer so elects, he shall file with Seller a policy of insurance issued by a company acceptable to Seller on or before taking possession of the Collateral and inclusion of Buyer's premiums on this Contract is optional with Buyer. Companies provided by Buyer shall provide that loss, if any, shall be payable to Buyer and to the Holder of this Contract at their respective addresses (may appear and to cause requirement of Buyer to give the Holder 10 days written notice of cancellation. In the event of the failure of Buyer to insure said Collateral or to deliver a fully paid policy to Holder at the times and in the manner herein provided, or in the event of cancellation or expiration of any policy during the term of this Contract without replacement by Buyer within 10 days, such failure shall constitute an act of default hereunder. Holder shall have the option, but shall not be required, to procure such insurance for Buyer and to advance the premium therefor. Buyer hereby promises to pay any such premium with finance charge thereon as an additional indebtedness due hereunder. Buyer hereby assigns to Holder the proceeds of all insurance on said Collateral including unearned premium refunds. In the event of default by Buyer hereunder, Holder is authorized to cancel such insurance, receive and receipt for unearned premiums and to endorse any check or draft therefor made payable to Buyer. Any unearned premium received by the Holder shall be credited to the first regular payments of this Contract except to the extent applied toward payment for similar insurance protecting the interest of Buyer and the Holder or either of them.

Buyer will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation. The parties shall have the rights and remedies provided by Article 9 of the Illinois Uniform Commercial Code and all rights and remedies granted in any separate mortgage securing this Contract. All rights and remedies of the Holder, whether provided for in this Contract or conferred by law, are hereby affirmed.

Upon the request of Seller, Buyer and Co-Buyer shall execute and deliver a certificate of completion of the installation in form and content satisfactory to Seller. No person, agent or broker shall be permitted to allow to Buyer complete, alone or in part, the procurement of a financing agreement with others as an inducement to enter into this Contract, nor has any such offer, offered, delivered, paid, credited or allowed to Buyer any gift, bonus, award, preferential or trading stamps or cash (not as an inducement) to enter the Contract.

No duty on the part of the Seller or any other Holder in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Seller or any other Holder of any right or remedy shall operate as a further exercise thereof or the exercise of any other right or remedy. If more than one party shall execute the Contract, the term "Buyer" shall mean all parties signing this Contract and each of them, and all such parties shall be jointly and severally obligated hereunder. The credit provision when used herein shall apply to the installment and the balance due at the date.

This Contract shall be construed in accordance with the laws of the State of Illinois. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited by or void under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Contract.

This Contract shall be binding upon the heirs, administrators and executors of the Buyer and the rights and remedies of the Seller hereunder shall inure to the benefit of its successors and assigns.

No work will be done of material form, nor shall any specified work be agreed to in writing. All charges required by Buyer or required hereunder shall be paid by Buyer in addition to the Cash Price. All the Seller's rights and remedies will extend to damages. Unless otherwise agreed to in writing, all charges will be at Seller's regular price thereof.

Seller warrants material is of standard quality and will transfer to Buyer all Manufacturer's written warranties. Seller warrants workmanship for 90 days after date of substantial completion and will remedy substantial defects on written notice from Buyer within such 90 day period. Warranties do not cover cracking, peeling, pitting or discoloration of cement work. Further, Seller's warranty does not cover damage to concrete or asphalt from ground settling, frost heave, road salts or other conditions beyond Seller's control. There are no other warranties, expressed or implied.

Seller may make minor variations in work or substitute material of equal or better quality without consent of Buyer. Buyer represents he owns the property on which the structure is to be placed. Buyer will identify boundary lines, and be responsible for obtaining all necessary permits and zoning variations before commencement of work. Buyer is solely responsible for structure conforming with the zoning codes and being constructed within boundary lines. Changes required by dwelling codes or boundary lines will be paid for by Buyer.

Risk of loss for work and material installed in structure is on Buyer. If the work is stopped for 7 days or more by a public authority through no fault of Seller or through act or neglect of Buyer, then Seller may stop work or terminate this Contract and recover from Buyer payment for all work done.

If Buyer terminates this Contract before work has started he shall pay Seller 10% of the Cash Price as liquidated damages and not as a penalty. If Buyer terminates after work has started, he shall pay Seller that portion of the Cash Price equal to the portion of the work completed plus a penalty for all changes plus a sum equal to 25% of the Cash Price as liquidated damages and not as a penalty.

If credit terms are set forth on reverse side of this Contract, Seller intends to assign this Contract to a financial institution. Any extension of credit is subject to a credit approval of Buyer by such financial institution. If Buyer's credit is not approved Seller may terminate this Contract without obligation to Buyer other than to return down payment. If by reason of Buyer's inability to obtain credit or if by reason of Buyer's fault Seller is unable to assign this Contract on completion of work on terms acceptable to Seller, then Seller may on 10 days prior notice to Buyer require payment of the full price of the Contract in cash.

If Buyer fails to make payment as provided herein or in the note or even date herewith, if any, Seller may without need to remove the structure. This Contract represents the entire understanding of the parties hereto. There are no understandings or representations in addition to or modifying this Contract. This Contract is binding upon the heirs, executors, administrators and successors and assigns of Buyer.

Buyer agrees to execute all other documents which Seller may require in order to carry out the terms of this Contract or comply with all applicable laws. This Contract shall not be binding on the Seller until approved in writing by an authorized officer of the Seller or upon commencing performance of work. The execution or failure to execute a completion certificate shall in no way affect the rights of the Seller to collect payment under the terms of this Agreement.

ASSIGNMENT

FOR VALUE RECEIVED, Seller hereby sells, assigns and transfers to

Pioneer Bank & Trust Co., 4000 W. North Ave., Chicago, IL 60639

(Name of Assignee)

(Address of Assignee)

ASSIGNEE, its successors and assigns, all of Seller's right, title and interest in and to the within Contract and the goods described therein and all of Seller's rights granted in any separate contract documents, deeds or mortgages, if any. To induce Assignee to purchase said Contract, Seller represents and warrants to Assignee (1) that the within Contract is valid, genuine and correctly states the terms of the retail installment transaction between Seller and Buyer; (2) that the goods described have been delivered to and accepted by the Buyer; (3) that the down payment was paid in full, in cash or in trade, and that no part was loaned to Buyer by Seller; (4) that Seller had the right to sell said goods to Buyer and that the Goods are free of all liens, claims and encumbrances; (5) that no notice of any defense or right of action has been received by Seller from Buyer nor has Seller any knowledge of any fact that would impair the validity of the Contract; (6) that Seller has the right to sell and assign this Contract to Assignee; (7) that all Buyers have legal capacity to contract; (8) that on the date of the Contract Seller executed and delivered to each Buyer a completed copy of the Contract and to the Guarantor a completed copy of the Contract and Explanation of Guarantor's Obligation; (9) Seller has complied, and this Contract complies, with all requirements of the Federal Truth in Lending Act, Regulation Z, the Federal Equal Credit Opportunity Act and the Illinois Retail Installment Sales Act; and (10) if a mortgage has been taken as additional security on this Contract, the Seller has properly recorded the mortgage and has properly recorded an appropriate amendment or assignment to reflect the Seller's interest. If any of the foregoing representations and warranties is breached, Seller agrees to repurchase the within Contract for the unpaid balance and all other indebtedness then due from Buyer thereon, together with reasonable attorneys' fees, costs and expenses incurred by Assignee.

Dated 11-7-94

VINYLGRAIN INDUSTRIES OF ILLINOIS, INC.

Seller
By: Angela Krueger dec.
Signature Title

REPURCHASE AGREEMENT (Execute Assignment Also)

In addition to Seller's obligations set forth in the assignment, Seller agrees, in the event a default occurs as set forth against Assignee by the Buyer at any time, Seller shall on demand repurchase the within Contract for cash at a price equal to the net amount remaining unpaid on said Contract, less Seller's 10% down payment, and said Assignee harmless from any and all liabilities that may result from any claim or claim asserted by Buyer for recovery of amounts paid arising out of any contract, representation or warranty made by Seller or the Manufacturer to Buyer.

Dated

Seller

By: _____
Signature Title

Vinylgrain Industries of Illinois, Inc.

UNOFFICIAL COPY

DIVISION OF ALUMINUM INDUSTRIES, INC.

Manufacturers of Vinyl Grain Aluminum Siding

3431 WEST IRVING PARK ROAD • CHICAGO, ILLINOIS 60618 • (312) 583-1200

CASH SALES CONTRACT

VINYLGRAIN INDUSTRIES OF ILLINOIS, INC. agrees to furnish all materials and labor necessary to do modernization work on the premises located at the following address:

Owner's Name JUDY L. YATA'S Phone 549-0250

Address 4340 N WOLCOTT Date 9-28-94

City CHICAGO State IL Zip Code 60613

The undersigned Contractor agrees to furnish the following materials, improvements, labor, and/or services:

1. COVER ALL FRAME WALLS WITH 3/8" FANFOLD STYRO. SHEETING.
2. FURNISH + INSTALL FISHSCALE IN FRONT + REAR GABLES + 2 LEVELS AROUND MIDDLE OF HOUSE.
3. COVER ALL OTHER AREAS OF HOME WITH VINYLGRAIN DOUBLE 4 SIDING. COLOR GRAY.
4. CAP ALL WINDOW FRAMES ON HOME WITH VINYLGRAIN MATERIAL COLOR WHITE.
5. REMOVE EXISTING ALUMINUM ON FRONT OF HOME + HALLWAY.
6. COVER ALL SOFFIT FASCIA + PORCH CEILING WITH VINYLGRAIN MATERIAL COLOR WHITE.
7. ISSUE 40YR NON PRO RATED WARRANTY.

Owner agrees to pay Contractor for all labor and materials and services to be furnished by Contractor to Owner, under the terms of this Contract.

All for the sum of	<u>17,984⁰⁰</u>	\$	<u>17,984⁰⁰</u>
Deposit	<u>864⁰⁰</u>	\$	<u>864⁰⁰</u>
Balance	<u>17,120⁰⁰</u>	\$	<u>17,120⁰⁰</u>

- (a) Contractor shall not be liable for delays caused by strikes, weather conditions, delay in obtaining goods or other causes beyond its control.
- (b) This contract contains the entire understanding and agreement between the parties. No verbal agreements or changes are to be recognized. This agreement subject to office approval.
- (c) This transaction may be cancelled at any time prior to midnight of the third business day after the date of this transaction.
- (d) To secure the payment of any amount due or to become due under the terms of this contract, the undersigned Owners and each of them jointly and severally hereby authorize irrevocably any attorney of any court of record to appear for the undersigned or any one of them in such court, in term time or vacation, after said sums become due and confess judgement without process in favor of Contractor for such amount as may appear unpaid thereon, together with costs and reasonable attorneys' fees and to waive and release all errors which may intervene in any such proceeding and to consent to immediate execution upon such judgement, hereby ratifying and confirming all that the said attorney may do by virtue hereof.

Owner agrees that he has read this agreement, fully understands its provisions and has been given an exact and fully completed copy of this contract.

Dated 9-28, 19 94

94979723

VINYLGRAIN INDUSTRIES OF ILLINOIS, INC.

BY: [Signature]
Representative

Owner [Signature]

Owner's Spouse _____

UNOFFICIAL COPY

Property of Cook County Clerk's Office