

UNOFFICIAL COPY

REAL ESTATE MORTGAGE

94246443

MORTGAGOR(S) ANNIE L. CLARK

THIS SPACE PROVIDED FOR RECORDER'S USE

For consideration paid hereby mortgagee and warrants to

MORTGAGEE: BYS Construction

The following described real estate in COOK County, Illinois:

LOT 12 AND THE NORTH 12 1/2 FEET OF LOT 13 IN BLOCK 26 IN COURT PARTITION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN

C/K/A 8528 S. EXCHANGE

03/18/94

0012 MCN

12:24

RECORDIN #

23.00

MATINGS #

0.50

94246443 H

03/18/94

0012 MCN

12:25

Tax Identification Number 21-31-418-031-032

with the following mortgage covenants and together with all additions and improvements to the said real estate, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

This mortgage secures the performance of a certain Home Improvement Retail Installment Contract (herein called "Contract") of Mortgageor(s) dated this date to Mortgagee. Pursuant to the Contract, Mortgageor(s) agree(s) to pay the "Total of Payments" of \$ 21,268.80 in 120 monthly payments, with a first payment of \$ 177.24 and a final payment of \$ 177.24, beginning on other payments of \$ 177.24 and every month thereafter until the Total of Payments is paid.

Mortgageor(s) agree(s) to pay the Contract (which is incorporated herein by reference) according to its terms, pay all taxes and assessments when due and keep all improvements on said premises insured during the term of the Mortgage, with Mortgagee named as loss payee as its interest appears.

Mortgagee may collect costs and disbursements, including reasonable attorney's fees, incurred in legal proceedings to collect on the Contract or to realize on security after default, as provided in the Contract.

Subject to applicable law, in the event of default in the payment of the Contract, any failure to pay taxes and assessments when due or keep required insurance in force, or any transfer of all or part of the real estate, Mortgagee may, at its option, declare the sum remaining unpaid at once due and payable (less any rebate of unearned Finance Charges) and Mortgagee may proceed to foreclose on and sell the above property as provided by law. In connection with any foreclosure proceeding, Mortgagee shall be entitled to the immediate appointment of a receiver to take possession and control of the premises, and collect, receive and apply the rents and profits thereof for Mortgagee (subject to direction of court) from the time of appointment to the time when the period of redemption expires.

WITNESS Mortgageor(s) hand(s) and seal(s) this 5th day of DECEMBER, 1993

(Witness)

(SEAL)

ANNIE L. CLARK

(SEAL)

(Witness)

(SEAL)

(Mortgageor)

(SEAL)

STATE OF ILLINOIS

COUNTY OF COOK

I, SHELLY BERKOWITZ, a Notary Public in and for said County, in the State aforesaid, DO

HEREBY CERTIFY that ANNIE L. CLARK (Mortgageor and spouse, if applicable)

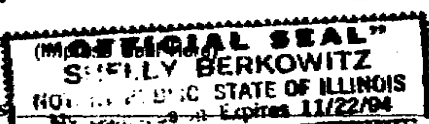
personally known to me to be the same person whose name 13 subscribed to the foregoing instrument, (is-are)

appeared before me this day in person and acknowledged that SHE signed, sealed and delivered the said instrument (he-they)

is HER free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the (his-their)

right of homestead.

Given under my hand and notarial seal this 5TH day of DECEMBER, 1994.



COOK COUNTY
RECORDER
ESSE WHITE
KOKIE OFFICE

This mortgage was prepared by
and return document to:

Name: _____
Address: _____
Telephone Number: _____

PREPARED BY:
S. BERKOWITZ
242 W. PETERSON AVE.
CHICAGO, ILLINOIS

23 50
Aa

94246443

UNOFFICIAL COPY

Property of Cook County Clerk's Office



B & S CONSTRUCTION
4036 N. PULASKI RD.
CHICAGO, IL 60641

WE SUGGEST
YOU REGISTER
YOUR BUSINESS
WITH THE
STATE OF ILLINOIS

STATE OF ILLINOIS
DEPARTMENT OF REVENUE
JAN 10 1994
CHICAGO, IL 60641