

UNOFFICIAL COPY 95565371

ILLINOIS MORTGAGE

Patricia R. Brooks/Mack E. McGhee/Ernestine H. McGhee 14525 University
(Name and Marital Status: either "unmarried" or "husband and wife") (Street Address)
Dolton Illinois 60429 ("Mortgagor") Mortgage(s) and Warranty(s) to
(City) (Zip Code)
B&B Quality Home Improvement Inc. of 9838 South Roberts Road
(Name of Contractor) (Street Address)
Palos Hills Cook Illinois
(City) (County) (State)
60465 ("Mortgagee") the real property in Cook County, Illinois, described

on Exhibit A attached hereto and hereby made a part hereof, 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, 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

Mortgagor claims title to the above described property by virtue of an instrument recorded in Deed Book 94875, Page 781 of the Cook County, Illinois, Records.

This Mortgage is given to secure payment of the money due and to become due (including principal, interest, late fees and all other charges and amounts) and the performance of other obligations under a Home Improvement Retail Installment Contract (the "Contract") between Mortgagor and Mortgagee dated 5/22/95, 1995, which provides for an "Amount Financed" of \$ 146,74 and for 96 consecutive monthly installment payments of \$ 146.74 each, with the full debt, if not paid earlier, due and payable on 7/26/03.

If the premises or any interest therein, legal or equitable, is sold, transferred or conveyed, or if any mechanic's, materialman's, judgment or tax lien is recorded against the premises, or if any provision of this mortgage or any other mortgage covering the premises is in default on or after the date hereof, or if the Contract is in default, or if Mortgagee is made a party to any suit by reason of the existence of this Mortgage, then the Contract and all other sums secured by this Mortgage shall, at the option of the Mortgagee, and without notice to Mortgagor, become immediately due and payable and this Mortgage may be foreclosed accordingly. Mortgagor shall pay Mortgagee's attorneys' fees and expenses in connection with enforcement of this Mortgage, payment of which shall deemed secured by the Mortgage.

Mortgagor shall keep the premises insured for its full replacement cost against loss by fire and such other risks as Mortgagee may require for the benefit of Mortgagee and shall reimburse Mortgagee for any insurance premiums paid by Mortgagee upon Mortgagor's default in so insuring the premises. Such expenditures by Mortgagee, if any, shall become additional indebtedness secured hereby. Mortgagor assigns to Mortgagee all moneys received not in excess of the unpaid indebtedness secured hereby which may be payable by reason of such insurance including retained or unearned premiums, and the Mortgagor directs any insurance company to make payments directly to the Mortgagee, to be applied to the unpaid indebtedness.

Mortgagor will pay all taxes, assessments (both general and special), water rent, other charges for services to the premises, and all amounts due or required on all prior mortgages, and, in default thereof, Mortgagee may, but shall not be obligated to, pay the same. Such expenditures by Mortgagee shall become additional indebtedness secured hereby.

Any amounts paid by Mortgagee for insurance, taxes, assessments, water rent, or other charges, and any amounts paid by Mortgagee on any prior mortgage of Mortgagor, shall bear interest at the same rate as that provided in the Contract, and shall be paid by Mortgagor upon demand. No building on the premises may be altered, removed or demolished without the prior written consent of Mortgagee, and Mortgagor covenants not to commit or permit waste of any kind upon the premises. This Mortgage shall inure to the benefit of the successors and assigns of Mortgagee and shall be binding upon the heirs, executors, successors and legal representatives of Mortgagor.

IN WITNESS WHEREOF, Mortgagor has executed this instrument this 22 day of May, 1995.

Signed and Acknowledged in the Presence of
[Signature]
Witness: *[Signature]* Gregory
Witness: Tom Trunneil

95565371
Patricia R. Brooks
Mortgagor Patricia R. Brooks
Mack E. McGhee Ernestine H. McGhee
Mortgagor Mack E. McGhee/Ernestine H. McGhee

STATE OF ILLINOIS, Cook COUNTY SS

Before me, a notary public in and for said county, personally appeared the above named Patricia R. Brooks and Mack E. & Ernestine McGhee, who is (are) known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, or who provided me with satisfactory evidence that he is (they are) the person(s) described in and who executed such instrument, and acknowledged that he (they) did sign the foregoing instrument and that the same is his (their) free act and deed.

In testimony whereof, I certify the foregoing and have hereunto subscribed my name and seal on this 22 day of May, 1995.

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAR. 10, 1996

My commission expires _____

Notary Public

This instrument prepared by B&B Quality Home Improvement, Inc. 9838 South Roberts Road
(Contractor's Name) (Street Address)
Palos Hills Illinois 60465
(City) (State) (Zip Code)

43.50
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Property of Cook County Clerk's Office

DEPT-01 RECORDING 443.56
140006 TRAM 1970 08/25/95 12:29:00
40463 JB *-95-565371
COOK COUNTY RECORDER

95858371

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BROOKS

"EXHIBIT A"

SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, TO WIT:

LOT 8 IN BLOCK 13 IN CALUMET PARK THIRD ADDITION BEING A SUBDIVISION OF PART OF THE SOUTH WEST QUARTER OF SECTION 2, TOWNSHIP 36, NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED AUGUST 7, 1925, AS DOCUMENT 8999101.

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