

UNOFFICIAL COPY

Loan Number 023-002-0002270-3

95133224

MORTGAGE

THIS MORTGAGE is made this **25th day of January, 1995**
Ivory D. Smith Jr. Patricia A. Smith, joint tenants

between the Mortgagor,

(herein "Borrower" and the Mortgagee, TMS Mortgage Inc., DBA The Money Store,
a corporation organized and existing under the laws of New Jersey whose address is

**2010 Algonquin Road Suite 207
Schuamburg, Illinois 60173**

(herein "Lender")

WHEREAS Borrower is indebted to Lender in the principal sum of US **\$9,204.00**
which indebtedness is evidenced by Borrower's note dated **January 25, 1995** and extensions and
renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance
of the indebtedness if not sooner paid, due and payable on **February 5, 2005**.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the
payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of
this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, Borrower
does hereby mortgage, grant and convey to Lender the following described property located in the
City of Dolton, Cook County State of Illinois:

Parcel of Land
Parcel #

. DEPT-01 RECORDING \$29.50
. 70008 TRAN 8075 02/27/95 09:50:00
. \$3255 + JB * - 95 - 133224
. COOK COUNTY RECORDER

See Schedule A



95133224

Being the same premises conveyed to the Borrower by deed of
Secretary of Housing and Urban Development
date the **6th day of September, 1990**, recorded on the **15th day of September, 1990**
in Book **3910** of Deeds, **196T** in the **Cook** County **Recorders** Office,
and which has the address of **236 East 142nd Street**
Dolton, Illinois 60419
(herein "Property Address")

TOGETHER with all the improvements now or hereafter erected on the property and all easements, rights,
appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by
this Mortgage and all of the foregoing, together with said property for the leasehold estate in this Mortgage is
on leasehold are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to
mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of
record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against
all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and
interest indebtedness evidenced by the Note

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender,
Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the
Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and
assessments (including condominium and planned unit development assessments, if any) which may attain priority
over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments
for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as
reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and
reasonable estimate thereof. Borrower shall not be obligated to make such payments of Funds to Lender to
the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such
holder is an institutional lender.

29 23

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Loan Number: 023-003-00602270-3

SCHEDULE A TO MORTGAGE

Dated: January 25, 1995

Mortgagor: Ivory D. Smith Jr. Patricia A. Smith

Mortgagee: The Money Store/Illinois Inc.

LEGAL DESCRIPTION:

LOT 2 (EXCEPT THE NORTH 50 FEET THEREOF) IN TENINGA AND COMPANY'S 6TH IVANHOE MANOR, BEING A SUBDIVISION OF LOT 69 IN TENINGA AND COMPANY'S 5TH IVANHOE MANOR, A SUBDIVISION OF BLOCK 2, IN TENINGA AND COMPANY'S 4TH IVANHOE MANOR, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Said Premises Known as: 236 East 142nd Street
Dolton, Illinois

BEING the same premises conveyed to the mortgagor by deed dated September 6, 1990, filed September 7, 1990, in the Records Office of the County of Cook in Book 3910, page 196T.

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RECEIVED AT THE CLERK'S OFFICE

January 15, 1991

Received from the State of Illinois for

the State of Illinois for

STATE OF ILLINOIS

IN SENATE, JANUARY 15, 1991. REPORT OF THE COMMISSIONER OF THE STATE OF ILLINOIS ON THE PROCEEDINGS OF THE SENATE IN THE YEAR 1990. PUBLISHED BY THE STATE OF ILLINOIS, 1991.

Property of Cook County Clerk's Office

State of Illinois, Department of State, 1991

of the University of Cook to work on a page 1991

PROPERTY

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Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents including but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

20. Release Upon payment of all sums secured by this Mortgage, Lender shall cancel discharge this mortgage without charge to Borrower, Borrower shall pay all costs of recordation, if any.

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender Request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Signed and Delivered in the Presence of

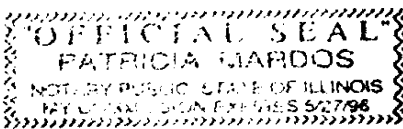
[Signature]
Witness
[Signature]
Witness

[Signature]
Ivory D. Smith Jr. -Borrower
[Signature]
Patricia A. Smith -Borrower

State of Illinois, Cook County SS.:

On this 25th day of January, 1995 before me, the subscriber, personally appeared Ivory D. Smith Jr. Patricia A. Smith who, I am satisfied, are the person(s) named in and who executed the within instrument, and thereupon they acknowledged that they did examine and read the same and did sign the foregoing instrument as their free act and deed, for the purposes therein expressed.

In Witness Whereof, I have hereunto set my hand and official seal.



[Signature]
Notary Public/Attorney at Law

THIS INSTRUMENT PREPARED BY _____, Attorney at Law

(Space Below This Line Reserved for Lender and Recorder)

MORTGAGE	CANCELLATION	RECORDING DATA
Ivory D. Smith Jr. Patricia A. Smith - TO - TMS Mortgage Inc., DBA The Money Store a New Jersey Corporation DATED: January 25, 1995	Dated: To the _____ of _____ County: The within Mortgage having been satisfied, we hereby authorize and direct you to cancel the same of record. by: _____ Authorized Signature Signature Certified to as Genuine	

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