

UNOFFICIAL COPY ILLINOIS MORTGAGE

95219730

This Mortgage is made on this 25 day of MARCH, 1995 between the Mortgagor PEDRO & MARY GARCIA
AKA MARY SMITH
hereinafter referred to as "Mortgagor" whether singular or plural for and on consideration of the sum of one and NO/100th of a dollar with interest payable
consideration cash in hand paid by

LIBERTY LUMBER & GENERAL CONSTRUCTION CO., INC.
hereinafter referred to as "Mortgagee" in receipt of which consideration is hereby acknowledged by the Mortgagor and with intent to create a Mortgage and
unto its successors and assigns forever the following property, situated in the County of COOK State of Illinois to-wit:

LOT 80 IN THE SUBDIVISION OF THE SOUTH 1/4 OF THE WEST 1/3 OF THE
NORTHEAST 1/4, SECTION 15, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN # 13-35-230-011

ADDRESS OF THE PROPERTY: 5555 W. MCLEAN, CHICAGO, ILLINOIS 60647

To Have and hold the same unto Mortgagee and unto its successors and assigns forever, together with all appurtenances thereto hereon and all fixtures and
equipment used or useful in connection with said property, Mortgagor hereby covenants by and with Mortgagee that Mortgagor will forever warrant and defend the title
to said properties against any and all claims of any nature or kind whatsoever. And We the Mortgagor for and in consideration of the considerations herein before recited,
do hereby release, and relinquish unto Mortgagee all our rights of dower, courtesy and Homestead on and to the above described lands.

The grant of Mortgage is on the condition that whereas Mortgage is fully indebted unto Mortgagee in the sum of SEVEN THOUSAND
FIVE HUNDRED Dollars 7,500⁰⁰ evidenced by one retail installment contract ("The Contract") with even payments
date in the sum of \$ 148⁹⁰ bearing interest from date until due as provided in the contract, payable in 84 equal successive monthly installments of
\$ 148⁹⁰ each, except the final installment, which shall be the balance then due on the contract.

This instrument shall also secure the payment of any and all renewals and extensions of said indebtedness or any portion hereof together with any and all interest
that the Mortgagor now owes or may owe to Mortgagee, either direct or by indorsement, at any time between this date and the satisfaction of record of this
instrument, including any and all future advances that may by Mortgagee be made to the Mortgagor jointly and/or severally, either direct or by indorsement.

Mortgagor and Mortgagee acknowledge and represents that a material part of the consideration for the indebtedness owed by Mortgagor to Mortgagee is that the entire
unpaid balance of principal and accrued interest due on said indebtedness shall be paid prior to the sale, transfer, encumbrance, contract of sale, contract to transfer or
contract to encumber all or any part of or interest in the Mortgaged property. In the event of the sale, transfer, encumbrance, contract of sale, contract to transfer or contract
to encumber all or any part of the property herein described, without the prior written approval of Mortgagee, contract of sale, contract to transfer or contract to encumber
shall constitute a default under the Mortgage and the indebtedness evidenced by the contract hereinabove described shall be immediately due and payable on the election
of Mortgagee regardless of the financial position (net worth) of the proposed transferee.

Mortgagor hereby agrees and covenants to pay any and all taxes both general and special as same may be assessed and become due and payable and of required by
Mortgagee to keep all building located upon the premises insured against loss and damage from fire, tornado and extended coverage insurance in a company and amount
acceptable to Mortgagee, with standard Mortgagee clause in favor of Mortgagee as its interest appears, and with adequate flood coverage under the National Flood
Insurance Program and pay the premiums thereon. If Mortgagor fails to pay and such taxes or obtain taxes and/or insurance premiums, and the amount so paid shall
constitute a charge against the Mortgagor and added to the amount due hereunder, shall be secured hereby and shall be, without demand, immediately repaid by Mortgagor
to Mortgagee with interest thereon at the rate then applicable to the unpaid balance of the principal as set forth in the above referenced contract.

In addition to pledging the property as herein before mentioned, Mortgagor also hereby pledges and all profits, rents and income accruing in connection with said
property. However, the right is reserved to the Mortgagor to collect the profits, rents and/or as same mature and become due and payable, then at the option of the
Mortgagee, its assigns or the holders of the indebtedness, all the remaining unpaid portion thereof shall become due and payable, and the balance of this instrument subject
to foreclosure by suit filed in chancery court of the county in which the above described property is situated. Failure to exercise the option herein granted to declare the
entire balance due and payable on the default shall not be a waiver to exercise the option in any subsequent default.

But, if the undersigned shall pay all of the indebtedness secured by this mortgage, at the time and in the manner set out above, and shall fully do and perform all of the
other obligations herein assumed by the undersigned the above covenance shall be null and void, otherwise, to remain in full force and effect.

95219730

- DEPT-01 RECORDING
- T6666 TRAN 9922 03/31/95 14:31:00
- 79461 # LC: *-95-219730
- COOK COUNTY RECORDER

REC. PG.
M.B.
TR 8:50
BANK

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In testimony whereof, the signature of Mortgagor is hereunto affixed this 25 Day of MARCH, 1995

X Pedro Garcia
PEDRO GARCIA Mortgagor

PREPARED

DAISY LOPEZ
5639 W. FULLERTON
CHICAGO, ILL. 60649

X Mary Garcia AKA Mary Smith
MARY GARCIA AKA MARY SMITH Mortgagor

NOTE: THIS INSTRUMENT IS A MORTGAGE WHICH GIVES YOUR CONTRACTOR AND HIS ASSIGNEES A SECURITY INTEREST IN YOUR PROPERTY. THE MORTGAGE IS TAKEN AS A COLLATERAL FOR PERFORMANCE OF YOUR OBLIGATION UNDER YOUR HOME IMPROVEMENT CONTRACT.

PLEASE DO NOT SIGN THIS MORTGAGE IF THERE ARE ANY BLANK LINES OR IF YOU DO NOT UNDERSTAND DOCUMENT.

ACKNOWLEDGEMENT

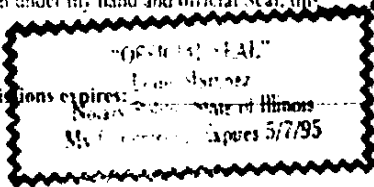
STATE OF ILLINOIS
COUNTY OF COOK

I, LOUIS MARTINEZ, a Notary Public in and for said County and State, do hereby certify

that PEDRO & MARY GARCIA AKA MARY SMITH

personally known to me to be the same person(s) whose names THAT subscribed to the foregoing instrument or appeared before me this day in person, at I acknowledged that T he y signed and delivered the said instrument as free free and voluntary act, for the uses and purposes therein set forth

Given under my hand and official Seal, this 25 day of MARCH, 1995



My commission expires:

[Signature]
Notary Public

95010750

The First National Bank of Keystone
69 Main St.
Keystone WV 24852
Attn: Teresa Anderson



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CLERK OF COOK COUNTY

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