

UNOFFICIAL COPY

ILLINOIS MORTGAGE

Timothy J. & Deborah Murray, Husband & Wife of 11540 S. Volmar
(Name and Marital Status (either "unmarried" or "husband and wife") (Street Address))
Alton Illinois 60658 ("Mortgagor") Mortgage(s) and Warrant(s) to
(City) (Zip Code)
B&B Quality Home Improvement, Inc. of 9838 S. 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

Mortgagee claims title to the above described property by virtue of an instrument recorded in Deed Book 2545B 143 Page 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 3/9 19 95, which provides for an "Amount Financed" of \$ 5,633.00 and for 96 consecutive monthly installment payments of \$ 107.79 each, with the full debt, if not paid earlier, due and payable on 5/11/2003

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 be 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 returned 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 rents, 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 rents 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 9 day of March, 19 95.

Signed and Acknowledged in the Presence of:
Renee Faulstich
Witness Renee Faulstich
Kathleen Denos
Witness Kathleen Denos

95379569
Timothy J. Murray
Mortgagor Timothy J. Murray
Deborah Murray
Mortgagor Deborah Murray

STATE OF ILLINOIS, Cook COUNTY SS

Before me, a notary public in and for said county, personally appeared the above named Timothy J. Murray and Deborah Murray, 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 at Alton, Illinois this 9 day of March, 19 95.

My commission expires 3/10/96

OFFICIAL SEAL
PAUL E BARTCZAK
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAR. 10, 1996
Notary Public Paul E. Bartczak

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

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23 5/10/96
20 4/30/96
43 5/11/96

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Property of Cook County Clerk's Office

DEPT-01 RECORDING 122.50
14406 1841 5003 06/12/95 1447100
42188 1 51 4-05-879569
COOK COUNTY RECORDER

DEPT-10 PENALTY 120.00

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MURRAY

EXHIBIT "A"

SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS FURTHER DESCRIBED AS FOLLOWS:

LOT 142 IN HOMECRAFT SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, AND THAT PART LYING EAST OF CALUMET FEEDER OF THE WEST 1/2 OF SAID SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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