## **UNOFFICIAL COPY**

96450507

**REAL ESTATE MORTGAGE** 

DEPT-01 RECORDING

\$25.50

T\$5555 TRAN 5450 06/13/96 10:24:00

#6731 # JJ #-96-450507

COOK COUNTY RECORDER

6	(This apace for Recorder's use only)				
THIS INDENTURE WITNESSETH, THAT	r Ellen &	Rudolph	BENNEY -	r	
of 1141 W. 8744 54.		Chicas	State of	Illinois, Mortgagor(s)	
MORTGAGE and WARRANT to	Y72NT	110 Shield	<u> </u>		
or too texington	Buffulo (Seller's Addr	(7t058)	IL	, Mortgagee,	
to secure payment of that certain Home					
\$ 4271,00				gee, in and by which	
a final payment due on	<b>~ )</b>	ate and in installme			
Lot 4 (except the East 11 qnd Nourse Subdivision of 90.37 acres of that part of North, Range 14 East of Chicago Rock Island, and I	Block 18 in W of the Northea: f the Third Pr	.C. Cole's So st quarter of incipal Meric	ubdivision f Section 5 dian, Lying	of the North , Township West of the	
Pin#25-050200-044 A/K/A 1141 "A W. 87th Stre	set, Chicago (	County: Cook	Tó		
			0,95	450507	
situated in the County ofand waiving all rights under and by virtue possession of said premises after any contained.		mption Laws of the	State of Illinois,		

AND IT IS EXPRESSLY PROVIDED AND AGREED, That if all or any part of the property or an interest in the property is sold or transferred by Mortgagor without Mortgagee's prior written consent, Mortgagee, at Mortgagee's option, and in accordance with federal law, may require immediate payment in full of the entire amount due under the Mortgage and Home Improvement Retail Installment Contract. Mortgagee, at Mortgagee's option, may waive the right to declare the balance immediately due and may accept in writing an assumption agreement executed by the person to whom the Mortgagor is transferring or selling the interest in the property.

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Property of Cook County Clerk's Office

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T IS FURTHER EXPRESSLY PROVIDED AND AGREED, That Mortgagor(s) shall pay all taxes, assessments, insurance premiums, and prior liens that such mortgaged property may be subject to. In case Mortgagor(s) shall fail to pay such expenses, Mortgagee, at its option, may pay them and all sums of money so expended shall be repayable by Mortgagor(s) and such expenditures(s) shall be secured by this Mortgage. If default be made in the payment of the said contract, or of any part thereof, or in the case of waste or non-payment of taxes, assessments or prior mortgages on said premises, or of a breach of any of the covenants or agreements herein contained, then in such case the whole of said sum, secured by the said contract in this mortgage mentioned, shall thereupon, at the option of the said mortgagee, his or its attorneys or assigns, and as provided by law, become due and payable, and this mortgage may be foreclosed to pay the same, and it shall be lawful for the said mortgagee, his or its attorneys or assigns, to enter into and upon the premises hereby granted, or any part thereof, and to receive and collect all rents, issues and profits thereof.

assigns, and as provided by law, become due and payable, and this mortgage may be foreclosed to pay the same, and it shall be lawful for the said mortgagee, his or its attorneys or assigns, to enter into and upon the premises hereby granted, UPON THE FORECLOSURE AND SALE of said premises, there shall be first paid out of the proceeds of such sale all expenses of advertisement, selling and conveying said premises, and reasonable attorney's fees, to be included in the decree, and all moneys advanced for taxes, assessments and other liens; then there shall be paid the unpaid balance of said contract whethat due and payable by the terms thereof or not. Wareh A.D. 19 40 DATED. This 134h day of Rudolph M. Bennett (hype of print name beneath storatures) Person signing immediately below signs to subject his or her interests in the above described property, including any right to possession after foreclosure, to the terms of this mortgage and to waive his or her homestead exemption in the above described real estate. Person signing immediatrily below is not personally liable. (SEAL) STATE OF ILLINOIS County of \_\_ in and for said County, in the State aforesaid, DO HEREBY CERTIFY; That ... personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that (they) (he) (she) signod, sealed and delivered the said instrument as (their) (his) (her) free and voluntary act, for the bees and purposes therein set forth, including the release and waiver of the right of homestead. IN WITNESS WHEREOR I hargunto set my hand and official seal this 13 day of March \_19<u>\_96</u>. Sion Expires 1/1 My Commission Expires\_ THIS INSTRUMENT WAS Equity One #850 Schaumburc 1111 Plaza Drive, 16.60173

	C/X	ASSIGNMENT	Equity One	
The undersigned, for value receive	d, does heredy grant, bargai	n, sell, essign, transfer and sel (		
	Ω	all right, title and interes	rt in and to the Mortgage app	pearing on the reverse side hereof and the
maney due and to become due on a property described in the Mortgage		Il Installment Contract secured (	hereby and warrants that no	o liens have been filed by Assignor on the
By Mal	ester	THIs	President	(Seller's name)
57		ACKN.\W\E0GEMENT	,	
STATE OF				
County of ACC	} Si	5.0.1 Y X		. <b>//</b> 2 1
On this 2 4 day of	Mell 19	16, there personally appear	s before me	- KILON
known or proven to me to be the pe	rson whose name is subscri	bad to the within assignment, an	d ar'movledged that he/she	executed the same, as his/her tree and
voluntary act of the purposes therei	n contained and (in the ever	it the assignment is by a corpor	DAMPARA DAVEND IN THE COLUMN	resure
and was authorized to execute the s IN WITNESS WHEREOF, I hereunto a	-	· •	OFFI ZZZZZ	Home
My Commission Expires			Commission Expires 1	
			Expires 1	7763 <b>3</b>

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