

UNOFFICIAL COPY

**ILLINOIS MORTGAGE AND  
ASSIGNMENT OF MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned RUTH J. FENNEL AKA RUTH YATES  
and JAMES A. YATES Spouse  
(hereinafter referred to as "Mortgagor" whether singular or plural) for and in  
consideration of the sum of One and No/100 Dollars (\$1.00) together with  
other good and valuable considerations, cash in hand paid  
by ATLAS CUSTOM BUILDERS, whose address  
is 1400 SOUTH WOLF ROAD SUITE 145  
WHEELING, IL 60090 (hereinafter  
referred to as "Mortgagee"), receipt of which consideration is hereby  
acknowledged, do hereby grant, bargain, sell, convey and warrant unto  
Mortgagee and unto its successors and assigns forever, the following  
properties, situated in the County of COOK  
State of Illinois, to-wit:

96669922

DEPT-01 RECORDING \$23.50  
T45555 TRAN 0999 09/03/96 10:14:00  
#4590 # JJ \*-96-669922  
COOK COUNTY RECORDER  
DEPT-10 PENALTY \$20.00

LOT 18 IN BLOCK 154 IN HARVEY IN THE NORTHEAST  
QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7,  
TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY: 14838 S. ASHLAND, HARVEY COUNTY: COOK

PERMANENT INDEX NUMBER: 29--07-414-039

Above Space for Recorder's Use Only

Address of property 14838 SOUTH ASHLAND, HARVEY, IL 60426

To have and to hold the same unto Mortgagee and unto its successors and assigns forever, together with all appurtenances thereunto  
belonging, and all fixtures and equipment used or useful in connection with said property, Mortgagor hereby covenants by and with  
Mortgagee that against any and all claims of any nature or kind whatsoever.

And we, the Mortgagor for and in consideration of the considerations hereinbefore recited, do and hereby release and relinquish unto  
Mortgagee all our rights of dower, curtesy and homestead in and to the above described lands.

This grant of Mortgage is on the condition that whereas Mortgagor is justly indebted unto Mortgagee in the sum of \_\_\_\_\_  
FOURTEEN THOUSAND Dollars (\$14,000.00),  
evidenced by one retail installment contract (the "Contract") of even execution date, \_\_\_\_\_ bearing interest from date until due as  
provided in the Contract, payable in 120 equal successive monthly installments of  
\$ 190.87 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 amounts that the Mortgagor now owes or may owe the Mortgagee, either direct or by endorsement, at any time  
between this date and the satisfaction of record of the lien 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 endorsement.

Mortgagor and Mortgagee acknowledge and represent that a material part of the consideration for the indebtedness owed by Mortgagors 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  
being described, without the prior written approval of Mortgagee, which approval may be withheld in the sole and absolute discretion of  
Mortgagee such sales, transfer, encumbrance, 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 if required by Mortgagee to keep all building located upon the promises insured against loss or damage from fire, tornado and  
extended coverage insurance in a company and amount acceptable to Mortgagee, with standard mortgage 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 any such taxes or obtain any such insurance coverage, Mortgagee, its assigns or holders of said indebtedness shall  
have the right to pay said 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 hereinbefore mentioned, Mortgagor also hereby pledges any 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 income as  
same mature and become due and payable, but in the event of default as to any of the covenants herein contained, then at the option of  
Mortgagee, its assigns, or the holders of said indebtedness, it or they are hereby given the right of taking over said property, managing  
same, renting same and collecting the rents thereon, and the net income so collected shall be credited upon the indebtedness and/or  
covenants in connection herewith.

If the Mortgagor should file or refuse to make any of the payments herein before recited, either principal, interest taxes or insurance  
premiums 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 liens 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 at any subsequent default.

7.23.50  
2.20.00  
43.50

Notary Public

My Commission Expires:

Before me, a Notary Public in and for said county and state, do hereby certify that person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the instrument as his/her/their free voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS  
COUNTY OF

INDIVIDUAL ACKNOWLEDGMENT  
(SOLE PROPRIETORSHIP OR PARTNERSHIP)

Notary Public

My Commission Expires:

On JUNE 10 1996 before me, the undersigned authority personally appeared PAUL ROY of ATTAS CUSTOM BUILDERS, INC. as such officer of said corporation, executed the same, and he/she acknowledged before me that said instrument is the act and deed of said corporation and executed by such officer for the purposes and consideration therein expressed. **OFFICIAL SEAL** WITNESS, my hand and official seal, this day of JUNE and year last above written.

STATE OF ILLINOIS  
COUNTY OF COOK

CORPORATE ACKNOWLEDGMENT

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, these presents have been executed by the undersigned as of JUNE 10 1996 ATTAS CUSTOM BUILDERS, INC. Paul Roy Pres (SEAL) KNOW ALL MEN BY THESE PRESENTS that the undersigned for legally sufficient consideration receipt of which is hereby acknowledged, does hereby grant, sell, assign, transfer, set over and convey to Meago Mortgage Corporation, 210 Interstate North Parkway, Suite 250, Atlanta, GA 30339 its successors and assigns, the foregoing Mortgage, and the lien thereof encumbering the real property describe therein.

ACKNOWLEDGMENT OF MORTGAGE

Notary Public

My Commission Expires:

Before me, a Notary Public in and for said county and state, do hereby certify that RUTH J FENNEL AKA RUTH YATES 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 acknowledged that he/she/they signed and delivered the said instrument as his/her/their free voluntary act, for the uses and purposes therein set forth including the release and waiver of the right of homestead.

STATE OF ILLINOIS  
COUNTY OF COOK

ACKNOWLEDGMENT

Mortgagor

Mortgagor

IN TESTIMONY WHEREOF, the signature of Mortgagor is hereunto affixed this, the 10 day of JUNE 1996 Prepared by: Ruth J Fenel

NOTE: This document is a mortgage which gives your contractor and its assignees a security interest in your property. The mortgage is taken as collateral for performance of your obligations under your home improvement contract. 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 conveyance shall be null and void, otherwise, to remain in full force and effect.