

After Recording, Please Mail To:
Access Mortgage & Financial Services, Inc.
4010 Executive Park Drive, Suite 228
Cincinnati, OH 45241

UNOFFICIAL COPY

96844661

DEPT-01 RECORDING \$25.50
T36666 TRAN 2150 11/05/96 09:19:00
#3165 ÷ IR #-96--844661
COOK COUNTY RECORDER

ILLINOIS MORTGAGE

ANNIE RODGERS

CARL RODGERS

Unmarried

of

11814 SANGAMON

(Name and Marital Status: City: "unmarried" or "husband and wife")

(Street Address)

CHICAGO

Illinois 60643

("Mortgagor") Mortgage(s) and Warrant(s) to

ALARD HOME IMPROVEMENT CORP.

(Zip Code)

of

5366 N. ELISTON AVE.

(Name of Contractor)

(Street Address)

CHICAGO, IL 60630

(City)

(County)

(State)

("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.

Mortgagor claims title to the above described property by virtue of an instrument recorded in Deed Book 23875656, 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 July 15, 1996, which provides for an "Amount Financed" of \$ 3070.00, and for 36 consecutive monthly installment payments of \$ 110.97 each, with the full debt, if not paid earlier, due and payable on 8/01/99.

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 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.

96844661

25.30

UNOFFICIAL COPY

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 15TH day of JULY, 1976.

Signed and Acknowledged in the Presence of:

Thomas Brophy
Witness Thomas Brophy
Gene Andozejewski
Witness Gene Andozejewski

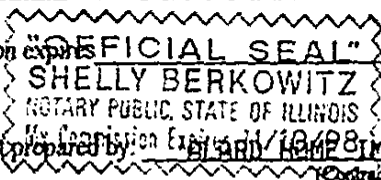
Lester Rodgers
Mortgagor LESTER RODGERS
Annie Rodgers
Mortgagor ANNIE RODGERS
Carl Rodgers
Mortgagor CARL RODGERS

STATE OF ILLINOIS, COOK COUNTY, ILL.

Before me, a notary public in and for said county, personally appeared the above named ANNIE RODGERS and CARL RODGERS, + LESTER RODGERS 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 Chicago, IL this 15TH day of JULY, 1976.

My commission expires



Shelly Berkowitz
Notary Public Shelly Berkowitz

This instrument prepared by ALBANY HOME IMPROVEMENT CORP. 5366 N. ELISTON AVE.
(Contractor's Name) (Street Address)
CHICAGO, IL 60630 (City) (State) (Zip Code)

95544681

Note: This is a mortgage subject to special rules under the Federal Truth-in-Lending Act. Purchasers or assignees of this mortgage could be liable for all claims and defenses with respect to the mortgage that the borrower could assert against the creditor.

UNOFFICIAL COPY

RODGERS

EXHIBIT "A"

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

LOT 6 AND THE NORTH HALF OF LOT 7 IN BLOCK 3 IN THE RESUBDIVISION OF THE WEST HALF OF BLOCKS 8 AND 11 AND ALL OF BLOCK 9 AND 10 (EXCEPT LOTS 19, 22 AND 23 IN BLOCK 10) IN THE ORIGINAL SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

25-20-420-021

Property of Cook County Clerk's Office

100,000

UNOFFICIAL COPY

Property of Cook County Clerk's Office

1997553