

UNOFFICIAL COPY

96016908

Return to:  
REMODELERS NATIONAL FUNDING CORP.  
P.O. Box 160130  
Austin, Texas 78716-0130

Record & Return To:  
US Property & Appraisal Service  
P.O. Box 10489  
Pittsburgh, PA 15242

TRANSACTION #



F	293	A
P	26	S
T	555	V
I		

ILLINOIS  
MORTGAGE AND ASSIGNMENT  
OF MORTGAGE  
9601-46082

70912032-2  
191635

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned WILLIAM COX

and DELLA COX 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 HALLMARK BUILDERS, INC.  
(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: 5054 WEST SUPERIOR CHICAGO, IL 60644

See Attached Exhibit "A"

DEPT-01 RECORDINGS 429.50  
7#22.2 TRAN 2220 01/08/96 10:10:00  
\$3600 \$ KB #-96-016908  
COOK COUNTY RECORDER  
DEPT-10 PENALTY 226.00

PRE:

Address of Property: 5054 WEST SUPERIOR CHICAGO IL 60644

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 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 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 FIVE THOUSAND

SEVEN HUNDRED SIXTY & 00/100

Dollars (\$ 5760.00 ), evidenced by one

promissory note of even execution date, in the sum of \$ 5760.00 bearing interest from date until due as provided in the Retail

Installment Contract, Note and Disclosure Statement (the "Note"), payable in 60 equal successive monthly install-

ments of \$ 130.94 each, except the final installment due N/A, which shall be the balance  
then due on the Note.

This instrument shall also secure the payment of any and all renewals and/or extensions of said indebtedness, or any portion thereof, together with  
any and all amounts that the Mortgagor now owe 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 and/or loans 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 mortgage 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,  
which approval may be withheld in the sole and absolute discretion of Mortgagee, and such sale, transfer, encumbrance, contract of sale, contract to transfer  
or contract to encumber shall constitute a default under this Mortgage and the indebtedness evidenced by the promissory Note 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 also keep all buildings located upon the premises insured against loss or damage with 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 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 ap-  
plicable to the unpaid balance of the principal as set forth in the above-referenced Note.

In addition to pledging the properties as hereinbefore mentioned, Mortgagor also hereby pledges any and all profits, rents and income accruing in con-  
nection with said properties. 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 in-  
debtedness, if or they are hereby given the right of taking over said properties, 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 fail or refuse to make any of the payments hereinbefore recited, either principal, interest, taxes or insurance premiums as same  
mature and become due and payable, then at the option of Mortgagee, its assigns or the holders of the indebtedness, all the remaining unpaid portion thereof  
shall become due and payable, and the lien 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.

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, Mortgagee shall release this instrument; otherwise, it shall remain in full force and  
effect.

IN TESTIMONY WHEREOF, the signature of Mortgagor is hereunto affixed this 23 day of OCT 1995

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Prepared by:

GLENDA RIDDLEY  
REMODELERS NATIONAL FUNDING CORP.  
16901 DALLAS PARKWAY, SUITE 201  
DALLAS, TX 75248

William C. Cox  
WILLIAM COX (Mortgagor)  
Della Cox  
DELLA COX (Mortgagor)

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## REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrances with a lien which has priority over this Mortgage to give Notice to Mortgagee, at Mortgagee's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

### ACKNOWLEDGEMENT

STATE OF ILLINOIS }  
COUNTY OF Cook } ss.

I, Dan Stavins, a Notary Public in and for said county and state, do hereby certify that WILLIAM COX AND BELLA COX

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 Y signed and delivered the said instrument as his/hor/their free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28 23rd day of October, 1998

My Commission Expires: \_\_\_\_\_  
"OFFICIAL SEAL"  
DAN STAVINS  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 5/1/96  
Dan Stavins  
Notary Public

KNOW ALL MEN BY THESE PRESENTS, that the undersigned for legally sufficient consideration, does hereby grant, sell, assign, transfer, set over and convey to **REMODELERS NATIONAL FUNDING CORP.** (whose mailing address is: P.O. Box 160130, Austin, Texas 78716-0130) its successors and assigns, the foregoing Deed of Trust, and the lien thereof encumbering the real property described therein.

IN WITNESS WHEREOF, these presents have been executed by the undersigned as of 8 1998  
HALLMARK BUILDERS, INC.  
(SEAL) By: [Signature] ("Seller")

### (CORPORATE ACKNOWLEDGEMENT)

STATE OF ILLINOIS }  
COUNTY OF \_\_\_\_\_ } ss.

On \_\_\_\_\_, 19\_\_\_\_ before me, the undersigned authority personally appeared \_\_\_\_\_ of \_\_\_\_\_ and known to me to be the person who 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 by \_\_\_\_\_ executed as such officer for the purposes therein expressed.

WITNESS, my hand and official seal the day and year last above written.

My Commission Expires: \_\_\_\_\_ Notary Public

### (INDIVIDUAL ACKNOWLEDGEMENT)

STATE OF ILLINOIS }  
COUNTY OF \_\_\_\_\_ } ss.

I, \_\_\_\_\_, a Notary Public in and for said county and state, do hereby certify that \_\_\_\_\_ personally known to me to be the same person(s) whose name(s) \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as \_\_\_\_\_ free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

My Commission Expires: \_\_\_\_\_ Notary Public

80691038

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9601-40082

AFFIDAVIT OF IDENTITY

State of Illinois

} KNOWN ALL MEN BY THESE PRESENTS:

County of Cook

BEFORE ME, the undersigned authority, on this day personally appeared William C Cox known to me as the same person who is also known as William Cox, who after having first been duly sworn by me, on oath deposes and says:

That he/she William C Cox is the same person as William Cox, and more particularly, that he/she is the same person named in:

Warranty Deed/Mortgage:

Dated: \_\_\_\_\_ : Recorded: \_\_\_\_\_ : Page: \_\_\_\_\_  
County: \_\_\_\_\_

FURTHER AFFAINT SAYETH NOT.

*William C Cox*

State of Illinois

County of Cook

Before me, the undersigned authority, on this day personally appeared William Cox, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for purposes and consideration therein expressed.

Given under my hand and seal of office on this 23rd day of October, 1995.

*Dan Stavins*  
OFFICIAL SEAL  
Notary Public, State of DAN STAVINS  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 5/1/96

Notary's Name (Printed) DAN STAVINS

My Commission Expires: 5/1/96

After Recording Return To:  
Remodelers National Funding Corporation  
16901 Dallas Parkway, Suite 201  
Dallas, Texas 75248

96016908

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Property of Cook County Clerk's Office

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9601-40082

AFFIDAVIT OF IDENTITY

State of Illinois

} KNOWN ALL MEN BY THESE PRESENTS:

County of Cook

BEFORE ME, the undersigned authority, on this day personally appeared Della L Cox, known to me as the same person who is also known as Della Cox, who after having first been duly sworn by me, on oath deposes and says:

That he/she Della L Cox is the same person as Della Cox, and more particularly, that he/she is the same person named in:

Warranty Deed/Mortgage:

Dated: : Recorded: : Page: County:

FURTHER AFFAINT SAYETH NOT.

[Handwritten signature]

State of Illinois

County of Cook

Before me, the undersigned authority, on this day personally appeared Della Cox, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for purposes and consideration therein expressed.

Given under my hand and seal of office on this 23rd day of October, 1995.

[Handwritten signature] DAN STAVINS NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 5/1/96 Notary's Name (Printed) DAN STAVINS My Commission Expires:

After Recording Return To: Remodelers National Funding Corporation 16901 Dallas Parkway, Suite 201 Dallas, Texas 75248

96010308

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32016808

Property of Cook County Clerk's Office

EXHIBIT "A"

LOT 26 IN FOSTER AND VERWILVEA'S SUBDIVISION OF THE SOUTH 263.75 FEET OF THE NORTH  
313.75 FEET OF THE WEST 600.0 FEET OF THE EAST OF THE EAST HALF OF THE WEST HALF OF  
THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

16-09-202-025

32016808

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