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08436 *BJ *-96-342934
COOK COUNTY RECORDER



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GT-15-14-090 (9/94)

<p>Dario Soriano and Josefina Soriano and Jose Garcia and Guadalupe Hernandez</p> <p>1510 S 49th AV Cicero IL 60650</p> <p>MORTGAGOR "I" includes each mortgagor above.</p>	<p>This instrument was prepared by Green Tree Financial Servicing Corporation 332 Minnesota St., Suite 610, St. Paul MN</p> <p>BARCLAY BUILDERS, INC.</p> <p>2545 WEST PETERSON AVENUE CHICAGO IL 60659</p> <p>MORTGAGEE "You" means the mortgagee, its successors and assigns.</p>
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REAL ESTATE MORTGAGE: For value received, Dario Soriano and Josefina Soriano and Jose Garcia and Guadalupe Hernandez mortgage and warrant to you to secure the payment of the secured debt described below, on APRIL 15 1996, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property").

PROPERTY ADDRESS: 1510 S 49th AV, Cicero (City)
Illinois 60650 (Zip Code) (Street)

LEGAL DESCRIPTION:

Parcel ID# 16-21-229-020

All of the property located at 1510 S 49th AV, in the city/town/village of Cicero, county of COOK, state of Illinois, in which the Borrower/Owner has an ownership, leasehold or other legal interest. This property is more particularly described on the schedule titled "Additional Property Description" which is attached hereto as "Exhibit A"

The Mortgagor/Borrower does hereby authorize the Mortgagee/Beneficiary/Lender or its assigns to obtain a more detailed property description after the Mortgagor/Borrower has signed the Mortgage/Deed of Trust, and to attach Exhibit A after the Mortgagor/Borrower has signed the Mortgage/Deed of Trust.

*Bernandez

located in COOK County, Illinois.

TITLE: I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and no other exceptions

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SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I owe you under this mortgage or under any instrument secured by this mortgage.

The secured debt is evidenced by (List all instruments and agreements secured by this mortgage and the dates thereof.):

X A note / Home Improvement Retail Installment Contract / executed by

the mortgagor/borrower on / April 15, 1996 .

N/A **Future Advances:** All amounts owed under the above agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

N/A **Revolving credit loan agreement** dated _____, with initial annual interest rate of _____%. All amounts owed under this agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

The above obligation is due and payable on App. 84 months from disb. if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of: 13000.00

Dollars (\$ 13000.00), plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest on such disbursements.

N/A **Variable Rate:** The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation.

N/A A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.

COVENANTS:

1. **Payments.** I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.

2. **Claims against Title.** I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.

3. **Insurance.** I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.

4. **Property.** I will keep the property in good condition and make all repairs reasonably necessary.

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15. Notice. Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on page 1 of this mortgage or to any other address which you have designated.

Any notice shall be deemed to have been given to either of us when given in the manner stated above.

16. Transfer of the Property or a Beneficial Interest in the Mortgagor. If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.

17. Release. When I have paid the secured debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.

TERMS AND COVENANTS: I agree to the terms and covenants contained in this mortgage and in any riders described below and signed by me.
N/A Commercial N/A Construction N/A

SIGNATURES:

Dario Soriano
Dario Soriano
Josefina Soriano
Josefina Soriano

Jose Garcia
Jose Garcia
Guadalupe Hernandez
Guadalupe Hernandez

ACKNOWLEDGMENT: STATE OF ILLINOIS, COOK County ss:
The foregoing instrument was acknowledged before me this 1 day of APRIL 1996 by DARIO SORIANO, JOSEFINA SORIANO, JOSE GARCIA, GUADALUPE HERNANDEZ

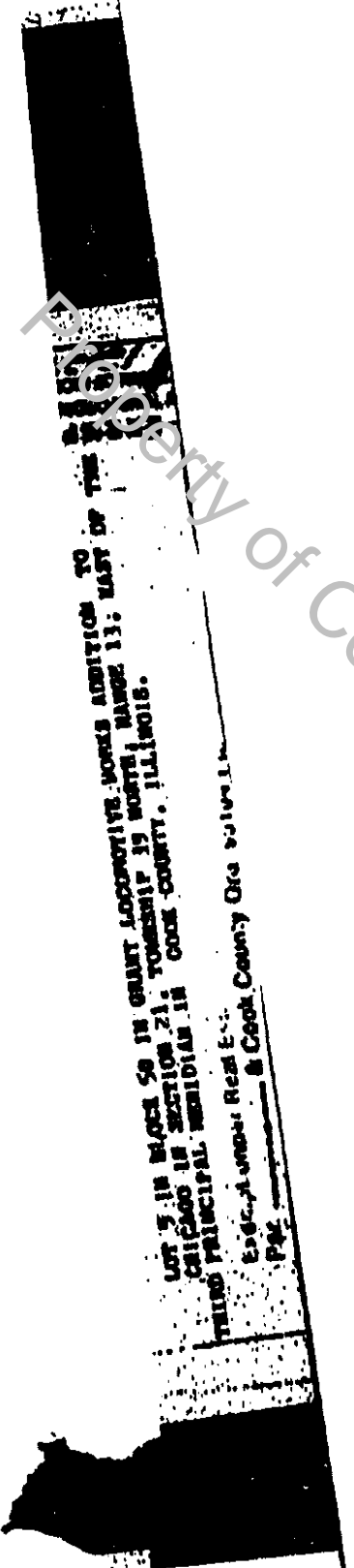
Corporate or Partnership Acknowledgment

of _____
a _____
My commission expires: _____ on behalf of the corporation or partnership.

Steven Stone
(Notary Public)



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LOT 5 IN BLOCK 50 IN GRANT LOCOMOTIVE WORKS ADDITION TO
CHICAGO IN SECTION 21, TOWNSHIP 19 NORTH, RANGE 11, EAST OF THE
THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Eastman & Cook County Ord 514611
P&C

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