85821819		of the second	1+1
RETURN TO: EMPIRE FUNISHOLORY 5100 Hazalor de Like, Suite, 100	ال	PY	
Austin, Texas 78746. Prepared by: C. Brockerick		97458976	
ILLINOIS MORTGAGE			
KNOW ALL MEN BY THESE PRESENTS:	1		
That the undersigned PATRICIA A COLEMAN-ALEXANDER	>		
And his/her spouse,	7		
having an address at 357 SERENA DR, CHICAGO HTS, II.			
1 50417-1057 (hereinafter referred to as "Mortgagor" whether			•
singular or plural) for and in consideration of the sum of One and No/100 Dollars		the management of the Management of the Association	
(\$1.00) together with other good and valuable considerations, each in hand paid by DANLEY'S GARAGE	•	DEPT-01 RECORDING	\$23,
Mortgagee, whose principal place of business is at		T40008 TRAN 9732 06/25	/97 15:31:00
10001 W ROOSF FILT RD, WESTCHESTER, II, 60154	١.	\$5686 + BJ #-97	-45897
receipt of which consideration is hereby acknowledged, do hereby grant, bargain,	١.	COOK COUNTY RECORDER	
n - 11 - marrier		AANIA AANII II IIC VOIID CII	

sell, convey and warrant and Mortgagee, its successors and assigns forever, the following properties, situated in the County of COOK State of Illinois, to-wit: LOT 5 IN BLOCK 3, IN SERENA WILLS UNIT 1.A SUBDIVISION

OF THE SOUTHWEST 1/4 OF THE CORTHWEST 1/4 OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL NO. 32-08-115-006-0000

Address of property: 357 SERENA DR, CHICAGO HTS, IL 60411-1057

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 atte to said properties against any and all claims of any nature or kind whatsoever. Mortgagor for and in consideration of the consideration acreinbefore recited, does and hereby release and relinquish unto Mortgagee all rights of dower, curtsey and homestead in and to the above-described lands.

This grant of Mortgage is on the condition that whereas Mortgagor is just'y incepted unto Mortgagee pursuant to a certain retail installment contract (the "Contract") of even execution date, in the Principal Amount of \$ 6,924.00 % per annum, payable in 84 Finance Charge at the rate of 13.99 count successive monthly installments of each, except the final installment, which shall be the balance then die on the Contract, as provided in the Contract. This instrument shall also secure the payment of any and all renewals and/or extensions of said indebtedness, or any portion hereof together with any and all amounts that the Mortgagor now owes or may owe the Mortgagoe, elther 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 Anture advances that may by Mortgages 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 Finance Charge due on said in obtedness shall be puld 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 herein described, without the prior written approval of Mortgagee, which approval may be withheld in the sole and absolute discretion of Mortgagee, such sale, 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 Morigagee 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 buildings located upon the premises 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 falls 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 Finance Charge thereon at the rate then applicable to the unpaid balance of the principal as set forth in the above-referenced Contract. Yellow - Buyer

BFC-6/96 Form: TC-4-IL

DISTRIBUTION LEGEND: White - Assignee

UNOFFICIAL COPY

Mortgagor will maintain the Property and improvements in good repair and condition, will not permit or commit any waste or remove, demolish, or substitutially alter any structure or fixture on the Property without Mortgagee's prior written consent, and will cause to be complied with all laws, ordinances or requirements of any governmental authority. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee, subject to the terms of any superior mortgage.

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 Mortgagoe, 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 runts 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 herein before recited, either principal, Pinance Charge taxes or insurance premiums as same mature and become due and payable, then at the option of the Mortgagoe, 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. Fallure to exactly 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.

The covenants and a greenents in this Mortgage shall bind, and the rights hereunder shall have to, the respective successors and assigns of Mortgagee and Mortgager. All covenants and agreements of Mortgager shall be joint and several. Any Mortgager who signs this Mortgage but does not agree the Contract does so only to mortgage that person's interest in the Property to secure payment of the Contract, and does not agree to be personally liable to pay the sums secured hereby. Such Mortgager agrees that Mortgager and any other Mortgager may agree to extend, modify or make any change in the terms of this Mortgage or the Contract without that Mortgager's consent. Such a change will not release that Mortgagor from the terms of this Mortgage. Modification of the indebtedness granted by Mortgagee to any successor in interest of Mortgagor shall not release the liability of the original Mortgagor and Mortgagor's successors in interest. Mortgagee is not required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization or the indebtedness by reason of demand made by the original Mortgagor and Mortgagor's successors in interest.

All notices to Morigagor and Mortgagee shall be desired to be duly given, if and when personally delivered or mailed, with postage prepaid, to the addresses of Mortgagor and Mortgagee appearing on the first page hereof, or at such other addresses as designated in writing. The state and local laws applicable to this Mortgage shall be the laws of Illinois, subject to any preemption by Federal law. If any provision of this Mortgage shall be unenforceable or void, then such provision shall be deemed severable from the remaining provisions to the extent not prohibited by applicable law, and if severed, shall in no way affect the enforceable by of the remaining provisions nor the validity of this Mortgage or the Contract. Mortgage shall pay to Mortgagee on demand any and all expenses, including attorneys fees and legal expenses, paid or incurred by Mortgage in collecting or attempting to collect the Indebtedness or in protecting and enforce the rights of and obligations to Mortgagee under any provision of this Mortgage, including without limitation, taking any action in any insolvency or bankruptcy proceedings concerning Mortgagor or foreclosing this Mortgage by advertisement or action, and all such expenses shall be part of the Indebtedness and shall be at Finance Charge from the date paid or incurred by Mortgagee at the Contract rate.

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, he above conveyance shall be null and void; otherwise, to remain in full force and effect.

REQUEST FOR NOTICE OF DEFAULT ANI) FORECLOSURE UNDER SUPERIOR MORTGAGES DEEDS OF TRUST Mortgagor and Mortgagee request the holder of any Mortgage or other encumbrance with a lien which has priority ever this Mortgage to give Notice to Mortgagee, at Mortgagee's address set forth on page one of this Mortgage Deed, of any default under the superior encumbrance and of any sale or other foreclosure action.

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.

(PLEASE SIGN AND NOTARIZE ORIGINAL WHITE COPY)	2
IN TESTIMONY WHEREOF, the signature of Mortgagor is hereunto affixed this 4 day of 400 , 197	<u>_</u> .
Mongagor Valus Mcleme Slefondas Mortgagor	, L.S.
Name: PATRICIA, A COLEHAN-ALEXANDER	
County SS: Defore me, a Notary Public in and for the aforesaid County, do hereby certify that On the state of the state	
personally transmission by the personal whose name(s) were subscribed to the foregoing instrument, personally at peared before me and acknowled heather they at one that delivered restriction is the personal transmission of the personal transmission	ged that
M NESS in Philo and alligial seal the date set aforesaid. M Confinisation Expires: No and Seal to the date set aforesaid. Notary Public	