

RETURN TO: EMPIRE FUNDING CORP., 3000 Plaza on the Lake, Suite 100, Austin, Texas 78746. Prepared by: KIM EDWARDS

ILLINOIS MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned ROBERT SIMMONS, JR. and his/her spouse.

having an address at 9608 S. MERRION ST. CHICAGO, IL 60617 (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

HOMEMAKERS REMODELING INC. Mortgagee, whose principal place of business is at

3943 W. DAYTON SKOKIE, IL 60076 receipt of which consideration is hereby acknowledged, do hereby grant, bargain, sell, convey and warrant unto Mortgagee, its successors and assigns forever, the following properties situated in the County of COOK State of Illinois, to-wit:

LOT 20 IN BLOCK IN MERRIONETTE'S MANOR 1ST. ADDITION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, NORTH OF THE INDIAN BOUNDARY LINE, TOWNSHIP 37, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. INDEX NO. 25-12-217-012

Address of property 9608 S. MERRION ST. CHICAGO, IL 60617

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. Mortgagor for and in consideration of the considerations hereinbefore recited, does and hereby release and relinquish unto Mortgagee all 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 pursuant to a certain retail installment contract (the "Contract") of even execution date, in the Principal Amount of \$12,044.00, bearing Finance Charge at the rate of 12.99 % per annum, payable in 180 equal successive monthly installments of \$152.31 each, except the final installment, which shall be the balance then due 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 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 Finance Charge 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 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 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 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 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 Finance Charge thereon at the rate then applicable to the unpaid balance of the principal as set forth in the above-referenced Contract.

5-9
P-2
N-N
M-9
JHC

UNOFFICIAL COPY 91728290

Mortgagor will maintain the Property and improvements in good repair and condition, will not permit or commit any waste or remove, demolish, or substantially alter any structure or fixture on the Property without Mortgagee's prior written consent, and will cause it to be complied with all laws, ordinances or requirements of any governmental authority. The proceeds of any award or claim for damage, 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 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 fail or refuse to make any of the payments herein before recited, either principal, Finance Charge 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 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.

The covenants and agreements in this Mortgage shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and Mortgagor. All covenants and agreements of Mortgagor shall be joint and several. Any Mortgagor who signs this Mortgage but does not execute 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 Mortgagor agrees that Mortgagee and any other Mortgagor may agree to extend, modify or make any change in the terms of this Mortgage or the Contract without that Mortgagor'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 of the Indebtedness by reason of demand made by the original Mortgagor and Mortgagor's successors in interest.

All notices to Mortgagor and Mortgagee shall be deemed 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 enforceability of the remaining provisions nor the validity of this Mortgage or the Contract. Mortgagor shall pay to Mortgagee on demand any and all expenses including attorneys fees and legal expenses, paid or incurred by Mortgagee 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 bear 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, the above conveyance shall be null and void; otherwise, to remain in full force and effect.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES/DEEDS OF TRUST
Mortgagee and Mortgagee request the holder of any Mortgage or other encumbrance 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 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)

IN TESTIMONY WHEREOF, the signature of Mortgagor is hereunto affixed this 19 day of June, 1997.

Robert Simmons, Jr. L.S. Mortgagor Name ROBERT SIMMONS, JR. L.S. Name

STATE OF ILLINOIS, COOK County SS before me, a Notary Public in and for the aforesaid County, do hereby certify that On this 17 day of June, 1997, Robert Simmons, Jr. and _____ personally known to me to be the same person(s) whose name(s) were subscribed to the foregoing instrument, personally appeared before me and acknowledged that he/she/they signed and delivered said instrument as his/her/their free and voluntary act for the use and purpose therein expressed.

WITNESS my hand and official seal the date last aforesaid.
My Commission Expires 8/2/97
NOTARIAL SEAL
Notary Public Michael J. Weimer
Official Seal
MICHAEL J. WEIMER
Notary Public, State of Illinois
My Commission Expires 8/2/97