UNOFFICIAL COPY 98526995

> 8260/0116 37 001 Page 1 of 3 1998-06-22 11:52:21 Cook County Recorder 25.50

**REAL ESTATE MORTGAGE** 

(This space for Recorder's use only)

THIS INDENTURE WITNESSITH, THAT	TOSE	Ramon	Bandera	۵
of 2017 W: 10 TH	West city	Was all List	32 State of Illir	nois, Mortgagor(s)
	TONE (Sollers A	IN OUN THU Chi CO CO O	40	, Mortgagee,
to secure payment of that certain Home in	nprovement Retail I	nstallment Contract of	even date herewith,	, in the amount of
\$ <u>8500.00</u>	poysola to the	e order of and delivere	d to the Mortgagee	, in and by which
the Mortgagor promises to pay the contra a final payment due on	ct and interest et inc 1,2003		nts as provided in sa described real estat	
OT 7 IN HYMAN AND PETERS SUBDITIONNSHIP 39 NORTH, RANGE 14, EAULINOIS.				
P.I.N. 17-19-313-017		C/o		
A/K/A 2017 W 19TH ST CHICAGO	IL	0	75	
				0

AND IT IS EXPRESSLY PROVIDED AND AGREED, That if all or any part of the property or an interest in the property is sold or transferred by Mortgagor without Mortgagee's prior written consent, Mortgagee, at Mortgagee's option, and in accordance with federal law, may require immediate payment in full of the entire amount due under the Mortgage and Home improvement Retail installment Contract. Mortgagee, at Mortgagee's option, may waive the right to declare the balance immediately due and may accept in writing an assumption agreement executed by the person to whom the Mortgagor is transferring or selling the interest in the property.

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IT IS FURTHER EXPRESSLY PROVIDED AND AGREED. That Mortgagor(s) shall pay all taxes, assessments, insurance premiums, and prior liens that such mortgaged property may be subject to. In case Mortgagor(s) shall fail to pay such expenses, Mortgagee, at its option, may pay them and all sums of money so expended shall be repayable by Mortgagor(s) and such expenditures(s) shall be secured by this Mortgage. If default be made in the payment of the said contract, or of lany part thereof, or in the case of waste or non-payment of taxes, assessments or prior mortgages on said premises, or of a breach of any of the covenants or agreements herein contained, then in such case the whole of said sum, secured by the said contract in this mortgage mentioned, shall thereupon, at the option of the said mortgagee, his or its attorneys or lassigns, and as provided by law, become due and payable, and this mortgage may be foreclosed to pay the same, and it shall be lawful for the said mortgagee, his or its attorneys or assigns, to enter into and upon the premises hereby granted, or any part thereof, and to receive and collect all rents, issues and profits thereof.

UPON THE FORECLOSURE AND SALE of said premises, there shall be first paid out of the proceeds of such sale all expenses of advertisement, selling and conveying said premises, and reasonable attorney's fees, to be included in the decree, and all moneys advanced for taxes, assessments and other liens; then there shall be paid the unpaid balance of said contract whether due and payable by the terms thereof or not. DATED, This 2 +0 day of Mortgagor (type or print name beneath signatures) Person signing immediately below signs to subject his or her interests in the above described property, including any right to possession after foreclosure, to the terms of this mortgage and to waive his or her homestead exemption in the above described real estate. Person signing immediately below is not personally liable. (SEAL) STATE OF ILLINOIS County of \_\_\_ in and for said County, in the State aforesaid, DO HEREBY CERTIFY: That 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 acknowledge that (they) (he) (she) signed, spelar and delivered the said instrument as (their) (his) (her) free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. IN WITNESS WHEREOF, I hereunto set my rand and official seal day of My Commission Expires FOFFICIAL STALL THIS INSTRUMENT WAS PREPARED BY DONALD SPONHOLZ Notary Public, State of Fineis My Commission Expires 11722101 WA COUNTRY SUN EYD LES THE CALLED Schaumburg IL 60173

## UNOFFICIAL COP98526995 Page 3 of 3 Space below for Recorder's use only REAL ESTATE MORTGAGE ಠ The undersigned, for value received, does hereby transfer, sell, assign, transfer and set over to all right, title and interest in and to the Mortgage a manny due and to become due on the Home Improvement Patall Installment Contract secured thereby and warra ACKNOWLED JEMENT STATE OF ... cook. MARCH on to me to be the person whose name is subscribed to the within assignment, and acknowled

"OFFICIAL SEAL

DONALD SPONHOLZ Notary Public State of Illinois My Commission Expires 11/22/01 Why Commission Express There's

ry ant of the purposes therein contained and (in the event the assignment is by a corporation) a subherized to execute the said assignment and the seal affixed thereto, if any, is the seal of

IN WITNESS WHEREOF, I hereusts set my kend and efficial seal

**My Commission Empires**