

UNOFFICIAL COPY 98565098

8412/0069 61 (01 Page 1 of 3
1998-07-01 11:38:05
Cook County Recorder 25.00

REAL ESTATE MORTGAGE

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT Janet Davis
of 4409 Berkeley City of Chicago State of Illinois, Mortgagor(s)
(Address of Buyer)
MORTGAGE and WARRANT to Abrie Lumber & Construction Co. LTD.
of 4767 W Touhy Line, IL 60646 Mortgagor,
(Seller's Address)
to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith, in the amount of
\$ 5,500.00 payable to the order of and delivered to the Mortgagor, in and by which
the Mortgagor promises to pay the contract and interest at the rate and in installments as provided in said Contract with
a final payment due on 5-4-01, the following described real estate, to wit:

LOT 5 IN JAMES A. PARISH'S SUBDIVISION OF LOTS 23 AND 24 IN BLOCK 1
IN HUTCHINSON'S SUBDIVISION OF BLOCK 3 IN SUBDIVISION BY EXECUTOR'S
OF E.K. HUBBARD OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION
2, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER(S): 20-02-308-005

situated in the County of Cook in the State of Illinois, hereby releasing
and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all right to retain
possession of said premises after any default in payment or breach of any of the covenants or agreements herein
contained.

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 Mortgagor's prior written consent, Mortgagor, at Mortgagor'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. Mortgagor, at Mortgagor'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.

54
P3
N4
M4
27

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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 any 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 assigns, 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 23 day of March A.D., 1998

Janet D. Davis (SEAL)
Mortgagee Janet Davis

Mortgagor (SEAL)

Type or print name beneath signature(s)

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.

Mortgagor (SEAL)

Type or print name beneath signature(s)

STATE OF ILLINOIS }
County of Cook } ss.

I, Michael E. Rowe in and for said County, in the State
aforesaid, DO HEREBY CERTIFY; That Janet DAVIS

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, sealed 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 hand and official seal this 23 day of March 1998.

[Signature]
Notary Public

My Commission Expires _____

THIS INSTRUMENT WAS PREPARED BY

Galaxie Lumber & Construction Co. LTD.
Name 4767 W. Touhy Lincolnwood, IL 60466
Address



