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REAL ESTATE MORTGAGE

DEPT-01 RECORDING \$25.50  
T#0013 TRAN 7629 09/14/98 12:54:00  
#7914 # TB \*-98-815031  
COOK COUNTY RECORDER

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH THAT John Stewart & Sandra Stewart  
of 6433 s. California Avenue City of Chicago State of Illinois, Mortgagor(s)  
(Address of Buyer)  
MORTGAGE and WARRANT to Mid-City Lumber & Supply Co., Inc.  
of 3525 West Peterson Avenue Chicago, Illinois 60659 Mortgagee,  
(Seller's Address)  
to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith, in the amount of  
\$ 7,400.00 payable to the order of and delivered to the Mortgagee, 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 June 8, 2002, the following described real estate, to wit:

Lot 35 (Except the South 3.02 feet thereof) and Lot 36 (except the North 6 feet thereof) in Block 15 in Avondale, A Subdivision of the West half of the Northeast quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois

PIN #19-24-208-007 A/K/A 6433 S. California Ave, Chicago IL

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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 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 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 2nd day of June A.D., 19 98

Mortgagor: John W Stewart (SEAL)  
Mortgagor: Sandra Callans Stewart (SEAL)

(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)

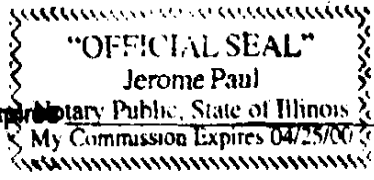
Mortgagor

(Type or print names beneath signatures)

STATE OF ILLINOIS  
County of Cook } ss.

I, Jerome Paul Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That John Stewart & Sandra Stewart

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 2nd day of June 19 98



Jerome Paul  
Notary Public

THIS INSTRUMENT WAS PREPARED BY

Equity One Inc.  
1111 Plaza Drive Suite 715  
Schaumburg, Illinois 60173

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Property of Cook County Clerk's Office

12-12-11

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REAL ESTATE MORTGAGE

TO

Please recording mail to:

EQUITY ONE INC.  
ONE NATIONAL PLAZA  
111 PLAZA DRIVE - SUITE 715  
SCHAMBURG, IL 60178  
(847) 986-9150

Source below for Recorder's use only

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ASSIGNMENT

The undersigned, for value received, does hereby sell, assign, transfer and set over to Equity One Inc.

all right, title and interest in and to the Mortgage appearing on the reverse side hereof and the money due and to become due on the terms of the said Mortgage and all other instruments and contracts that are hereinafter made by Assignor on the property described in the Mortgage.

Mid-City Lumber & Supply Co., Inc.

(Seller's name)

Jerome Paul

President

STATE OF Illinois  
County of Cook

On this 2nd day of June, 1998

there personally appeared Jerome Paul before me, Jerome Paul Notary Public, and acknowledged that he is the person whose name is subscribed to the within assignment, and that he executed the same, as to his free and voluntary act of his purpose therein contained and (in the event the assignment is by a corporation) that he is a duly authorized officer of the said corporation and the deed referred therein, if any, in the deed of the said corporation, and that he is the owner of the same.

My Commission Expires

"OFFICIAL SEAL"  
Jerome Paul  
Notary Public, State of Illinois  
My Commission Expires 04/25/01

Jerome Paul  
Notary Public  
Clerk's Office