UNOFFICIAL COPY114153 (age 1) of

5764/0134 37 001 1998-02-11 13:07:29 Cook County Recorder 25:50

**REAL ESTATE MORTGAGE** 

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THA	T Juan & Ana Santa	
of 1667 North Francisco Avenu	City of Chicago	State of Illinois, Mortgagor(s)
MORTGAGE and WARRANT to	d-City Lumber & Supply Co., Inc.	
of 3525 West Peterson Avenu	e Chicago, 18Cinois 60659	, Mortgagee,
to secure payment of that certain Home	(Seller's Address) Improver ent Refail Installment Contract of even	date herewith, in the amount of
\$ 6,700.00	payable to the order of and delivered to	the Mortgagee, in and by which
the Mortgagor promises to pay the contr	act and interest at the rate and in installments as	provided in said Contract with
a final payment due on <u>December 11</u>	, 2002 , the following descr	ibed real estate, to wit:
8 1/2 feet of the North 37 1/3 Subdivision of the East half of	orth 20 feet of Low 14 and the East 2 feet of said Lot 24 in Block 15 in of the Southwest quarter of Section Lincipal Meridian, in Cool County, I	Kansbrough and Hess's 36, Township 40 North,
	Q/X/S	

situated in the County of <u>Ceek</u> 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.

Page 1 of 2 Continued on page 2 5/3/1

## Page . of . Continued from page 1.

## UNOFFICIAL COPM14153

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.

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  $\frac{1}{6}$ (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 polow is not personally liable. (SEAL) (type or print namps beneath signatures) STATE OF ILLINOIS County of L Mid-City Lumber & Supply Co., Inc in and for said County, in the State Juan & Ana Santa 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 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 \_ day of \_ 5/9/00 OFFICIAL SEAL My Commission Expires LOUIS P. PAUL TARY PUBLIC, STATE OF ILLINOIS THIS INSTRUMENT WAS PREPARED BY JH EXPIRES 05/09/00 111 Plaza Drive Ste 850 Schaumburg Illinois 60173

The undersign	ed, for value receive	d, does hereby gran	t, bargain, sell, assign	NMENT , transfer and set over to		
hereof and the	money due and to b	ecome due on the K			•	pearing on the reverse side ants that no liens have been
	=	escribed in the Mort				Supply Co., Inc.
Ву	In	u Pa	el C	THIO LIN	rulet	
		•	ACKNOWL	CGEMENT		
STATE OF	Illinois		1	40.		
<b>6</b>	Cook		ss.			21
On this	16th day of	June	. 19. 97 . there t	ersonally appear of be pre	me Louis 1	aut
free and volunt	ary act of the purpos	es therein contained	and (in the event the	assignment is by a cor, or	lion) that he/she if +	and the min desiral ad medical
in withess wi	HEREOF, I hereunto a	et my hand and offi		o, If any, is the seal of the	aproaration.	
My Commission	S Notary S My Con	FFICIAL SEA  Jerome Paul  Public, State of I  numission Expires 0	llinois & 4/25/00 &	MOTES Y P. C.	Ois	20