

UNOFFICIAL COPY

REAL ESTATE MORTGAGE

DEPT-01 RECORDING \$25.50
7:0013 TRAN 9253 02/18/98 09:49:00
66424 DW *98-127944
COOK COUNTY RECORDER

98127944

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT Eugene Chukudebeta and Esther Chukudebeta
of 8259 S. Lawrence City of Chicago State of Illinois, Mortgagor(s)
(Address of Buyer)
MORTGAGE and WARRANT to Felicia Factory To Low
of 1540 W Irving Park Rd. N. Barridge, IL 60634 Mortgagee,
(Seller's Address)
to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith, in the amount of
\$ 9000.00 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 March 28, 2003, the following described real estate, to wit:

98127944

Lot 5 in Block 29 in the Resubdivision of Lots 14 to 25, both inclusive, and vacated alley South of and adjoining said Lots 14 and 25 in each of Blocks 27, 28, 29 and 30 in Chatham Fields, being a Subdivison of the Northeast quarter of Section 34, Township 38, North, Range 14, East of the Third Principal Meridian, Plat of which Resubdivision is recorded in the Recorder's Office of Cook County, Illinois, on February 25, 1920 as Document 6744688, in Cook County, Illinois.

PIN# 20-34-228-017 aka 8259 S. St. Lawrence, Chicago, IL 60619

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.

SY
PB
N-
MY

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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 20 day of November A.D., 19 97

Eugene Chukudebelu (SEAL)
Mortgagor Eugene Chukudebelu
Esther Chukudebelu (SEAL)
Mortgagor Esther Chukudebelu
(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.

Mortgagor (SEAL)
(type or print names beneath signatures)

STATE OF ILLINOIS }
County of Cook } ss.

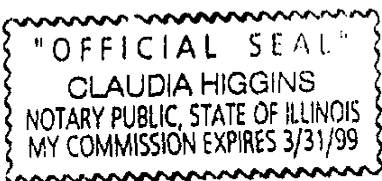
I, Claudia Higgins in and for said County, in the State aforesaid, DO HEREBY CERTIFY: That Eugene Chukudebelu and Esther Chukudebelu

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 25 day of November 19 97.

My Commission Expires 3/31/99

Claudia Higgins
Notary Public

THIS INSTRUMENT WAS PREPARED BY



Equity One Inc,
111 Plaza Drive St e715
Schaumburg IL 60173
Address

98127944

UNOFFICIAL COPY

REAL ESTATE MORTGAGE

TO

Date:

After recording mail to:

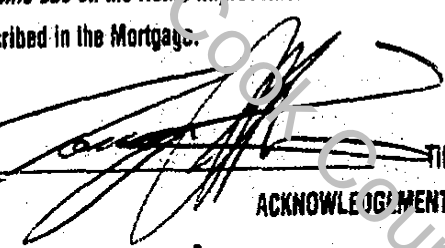
EQUITY ONE INC.
ONE NATIONAL PLAZA
1111 PLAZA DRIVE - SUITE 715
SCHAMBURG, IL 60173
(847) 995-9150

Space below for Recorder's use only

ASSIGNMENT

The undersigned, for value received, does hereby grant, bargain, sell, assign, transfer and set over to Equity One 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 Home Improvement Retail Installment Contract secured thereby and warrants that no liens have been filed by Assignor on the property described in the Mortgage.

Iddeo Factory & You
(Seller's name)

By Douglas Stein 

Title Vice President

ACKNOWLEDGMENT

STATE OF Illinois
County of Cook

ss.

On this 23 day of January, 19 98, there personally appeared before me Douglas Stein, known or proven to me to be the person whose name is subscribed to the within assignment, and acknowledged that he/she executed the same, as his/her free and voluntary act of the purposes therein contained and (in the event the assignment is by a corporation) that he/she is Vice President and was authorized to execute the said assignment and the seal affixed thereto, if any, is the seal of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

My Commission Expires 3/31/98

Claudia Higgins
Notary Public



98127944

Property of Cook County Office