

UNOFFICIAL COPY

98128641

Prepared by: Tyrone J. Mathews
10451 S. Sangamon
Chicago, IL 60643

Mail 1st M/M Mortgage Corp
23997 Belknap Highway
Southfield, MI 48075

② 1/3

97-2015-2014
ADVANTAGE

ADVANTAGE TITLE COMPANY
One TransAm Plaza Drive, Suite 500
Oakbrook Terrace, IL 60181

③

98128641

DEPT-01 RECORDING \$25.00
T90009 TRAN 1367 02/18/98 03:55:00
#74814 CG *-98-128641
COOK COUNTY RECORDER

MORTGAGE

This Mortgage is made by Dale S. Mitchell, an individual with an address of 1003 E. Blouin, Dolton, Illinois 60419, being unmarried, ("Mortgagor"), to Tyrone J. Mathews, an individual with an address of 10451 S. Sangamon, Chicago, Illinois 60643, ("Mortgagee").

Mortgagor is indebted to Mortgagee in the principal sum of \$124,800.00, with interest at the rate of 13.50 percent per year, payable as provided in a certain promissory note dated November 11, 1997. The terms and conditions of such promissory note are incorporated herein by reference.

Therefore, to secure the payment of the above indebtedness, Mortgagor hereby mortgages and conveys to Mortgagee all the following real estate:

LOTS 1 AND 2 EXCEPT THE NORTH 62.35 FEET THEREOF, IN BLOCK 2 OF CHARLES F. HAYES' SUBDIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. A/K/A: 6708-10 S. CHAMPLAIN, CHICAGO, TAX I.D.#: 20-22-403-006.

RECORDING BOX 156

Subject to all valid easements, rights of way, covenants, conditions, reservations and restrictions of record, if any.

To have and to hold the same, together with all the buildings, improvements and appurtenances belonging thereto, if any, to the Mortgagee and Mortgagee's heirs, successors and assigns forever.

Mortgagor covenants with Mortgagee that:

1. Mortgagor will promptly pay the above indebtedness when due;
2. Mortgagor will promptly pay and discharge all real estate taxes, assessments and charges assessed upon the property when due, and in default thereof, Mortgagee may pay the same and such amounts will also be secured by this Mortgage;
3. Mortgagor will keep the buildings and improvements on the property, if any,

3 pgs.

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may pay the same and such amounts will also be secured by this Mortgage;

3. Mortgagor will keep the buildings and improvements on the property, if any, insured against loss by fire and other casualty in the name of Mortgagee in such an amount and with such company as shall be acceptable to Mortgagee, and in default thereof, Mortgagee may effect such insurance and such amounts will also be secured by this Mortgage;

4. Mortgagor will neither make nor permit any waste upon the property and will maintain the property and any improvements in good repair;

5. Mortgagor will not remove or demolish any building or improvement on the property without the consent of Mortgagee;

6. If Mortgagor shall sell, convey or transfer, voluntarily or involuntarily, all or any interest in the above property, Mortgagee may, at its option, declare the entire indebtedness secured hereby to be immediately due and payable;

7. Mortgagor hereby assigns to Mortgagee all rents and profits of the property, if any, as additional security for the above indebtedness;

8. Mortgagee shall be entitled to the appointment of a receiver in any action to foreclose this Mortgage; and

9. Mortgagor will warrant and defend the title to the property against the lawful claims and demands of all persons.

If any payment required under such promissory note is not paid when due, or if default shall be made by Mortgagor in the performance of any agreement, term or condition of this Mortgage or such promissory note, Mortgagee may, at its option, declare the entire indebtedness secured hereby to be immediately due and payable and may enforce payment of such indebtedness by foreclosure of this Mortgage or otherwise, in the manner provided by law. Mortgagor shall pay all costs and expenses, including reasonable attorney's fees, incurred by Mortgagee by reason of Mortgagor's default.

Provided, however, that if Mortgagor shall pay the above indebtedness and faithfully perform all agreements, terms and conditions of this Mortgage and such promissory note, then this Mortgage shall be null and void.

The rights and remedies of Mortgagee herein are cumulative, not exclusive, and are in addition to all other rights and remedies available to Mortgagee at law or equity. Failure of Mortgagee to exercise any right or remedy at any time shall not be a waiver of the right to exercise any right or remedy on any future occasion.

If any provision of this Mortgage shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

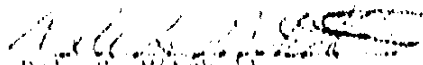
This Mortgage is made upon the STATUTORY CONDITION, for any breach of which Mortgagee will have the STATUTORY POWER OF SALE, if existing under applicable law.

IN WITNESS WHEREOF, this Mortgage is executed under seal on

the 11th day of November, 1977.

Signed, sealed and delivered
in the presence of:

.....
(Signature of witness)

 (Seal)
Dale B. Mitchell

.....
(Signature of witness)

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STATE OF Illinois

COUNTY OF COOK

In _____, on the 11th day of November, 1997, before me, a Notary Public in and for the above state and county, personally appeared Dale S. Mitchell, known to me or proved to be the person named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he or she executed said instrument for the purposes therein contained as his or her free and voluntary act and deed.

Brenda Vernon
NOTARY PUBLIC
Brenda Vernon - 1111
My Commission Expires: _____



This Mortgage was prepared by: Tyler J. Mitchell

1111 N. Dearborn, Chicago, IL 60610

After recording, return to: Tyler J. Mitchell

1111 N. Dearborn, Chicago, IL 60610

Property of Cook County Clerk's Office

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