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1999-08-20 12:36:06
Cook County Recorder 25.50

REAL ESTATE MORTGAGE

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH THAT Pedro Diaz & Leticia Diaz
of 1303 N. Ridgeway City of Chicago State of Illinois, Mortgagor(s)
(Address of Buyer)
MORTGAGE and WARRANT to Adc-all America Inc.
of 4520 W. Lawrence, Chicago IL 60651, Mortgagee,
(Seller's Address)
to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith, in the amount of
\$ 13,000.00 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 05/18/09, the following described real estate, to wit:

LOTS 25 AND 26 IN BLOCK 12, IN BEEBE'S SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER (EXCEPT 5 ACRES IN THE NORTHEAST CORNER THEREOF) OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 16-02-120-021

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 1st day of April A.D., 1999

Pedro Diaz (SEAL)
Mortgagor
PEDRO DIAZ

LETICIA DIAZ (SEAL)
Mortgagor
LETICIA DIAZ

(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

(type or print names beneath signatures)

STATE OF ILLINOIS
County of Cook } ss.

I, _____ in and for said County, in the State 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 this 1st day of April 1999.

Emily Stoshan
Notary Public

My Commission Expires _____

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THIS INSTRUMENT WAS PREPARED BY
EQUIPMENT INC.
ONE NATIONAL PLAZA
1111 PLAZA DRIVE - SUITE 715
Name
SCHAUMBURG, IL 60173
Address (847) 995-9150

UNOFFICIAL COPY

REAL ESTATE MORTGAGE

TO

Date:

Space below for Recorder's use only

After recording
Equity One Inc.
ONE NATIONAL PLAZA
1111 PLAZA DRIVE - SUITE 711
SCHAMBURG, IL 60175
(947) 995-9150

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 (eta) Installment Contract secured thereby and warrants that no liens have been filed by Assignor on the property described in the Mortgage.

By [Signature] Title President (Seller's name) Didi Ace America

ACKNOWLEDGEMENT

STATE OF Illinois
County of Cook } ss.

On this 18 day of April, 19 99, there personally appeared before me _____ 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 _____ 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 _____

Emily Stopka
Notary Public

