

UNOFFICIAL COPY 99799289

1197/0233 07 001 Page 1 of 3
1999-08-20 12:49:00
Cook County Recorder 25.50

REAL ESTATE MORTGAGE

After recording mail to:

Equity One, Inc.
1910 S. Highland Avenue, Suite 307
Lombard, IL 60148

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT William J. Tobin and Barbara A. Tobin
of 3214 S. Hoyne City of Chicago State of Illinois, Mortgagor(s)
(Address of Buyer)
MORTGAGE and WARRANT to ARCHWAY CONST CO INC.
of 1962 N. CLYBOURN AVE, CHICAGO IL (Seller)
(Seller's Address), Mortgagee,
to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith, in the amount of
\$ 13,018.00 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 05/26/14, the following described real estate, to wit:

Lot 5 in H.H. Walker's Subdivision of the EAST half of Block 16, South of the alley of S.W. Walker's Subdivision of the part South of Canal of the Northwest quarter of Section 31, Township 39 North, Range 14, East of the Third Principal Meridian and also of the part South of Canal of the EAST half of the Northeast quarter of section 26, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 17-31-108-007

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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MY
JM

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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 7 day of May A.D., 1999
X William J. Tobin (SEAL)
Mortgagor William J. Tobin
X Barbara A. Tobin (SEAL)
Mortgagor Barbara A. Tobin
(type or print name beneath signatures)

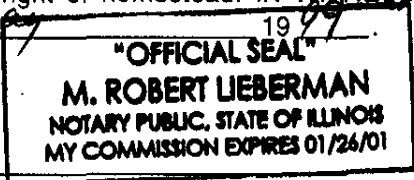
Person signing immediately below signs to subject his or her interests in the above described property, including any right to possession after foreclosure, to the terms of this mortgage and to waive his or her homestead exemption in the above described real estate. Person signing immediately below is not personally liable.

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

STATE OF ILLINOIS }
County of Cook } ss.

I, M. Robert Lieberman in and for said County, in the State
aforesaid, DO HEREBY CERTIFY, That William J. Tobin and Barbara A. Tobin

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 7 day of May 1999.



M. Robert Lieberman
Notary Public

My Commission Expires _____

THIS INSTRUMENT WAS PREPARED BY

Dennis W. Hill
Name 1962 N. CYPBOURN AVE Chicago IL 60614
Address

99799289

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PREPARED BY:

99799289

AND WHEN RECORDED MAIL TO

EQUITY ONE, INC.
1910 S. HIGHLAND AVENUE, SUITE 307
LOMBARD, IL 60148

(THIS SPACE FOR RECORDER'S USE ONLY)

Corporation Assignment of Real Estate Mortgage

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to

EQUITY ONE, INC.

all rights, title and interest of the undersigned in and to that certain Real Estate Mortgage executed by

WILLIAM J. TOBIN AND BARBARA A. TOBIN

and dated *5-7-99* to *ARCHWAY CONST. CO. INC.*

a corporation organized under the laws of Illinois and whose principal place of business

is *1962 N. CLYBOURN AVE, CHICAGO IL 60614*

and recorded in Book/Volume No. _____, page(s) _____, as Document No. _____

County Records, State of ILLINOIS described hereinafter as follows:

ALSO KNOWN AS:

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest and all rights accrued or to accrue under said Real Estate Mortgage.

STATE OF *ILLINOIS*
COUNTY OF *COOK*

On *5-24-99* before me,
the undersigned, a Notary Public in and for the said County and
State aforesaid, do hereby certify that *DENNIS W. HILL*

appeared to me personally known, who, being duly sworn by me,
did say that he/she is the *CREDIT MGR.*

of the corporation named herein which executed the within
instrument that the seal affixed to said instrument is the corporate
seal of said corporation; that said instrument was signed and
sealed on behalf of said corporation pursuant to its by-laws or a
resolution of its Board of Directors and that he/she acknowledges
said instrument to be the free act and deed of said corporation.

NOTARY PUBLIC *COOK*
My Commission Expires *1-26-01*

ARCHWAY CONST. CO INC.
By: *[Signature]*
Signature
Its: *Credit mgr.*
Title
By: _____
Signature
Its: _____
Title
Witness: *[Signature]*
Signature

