UNOFFICIAL CO197/0262 07 001 Page 1 of

1999-08-20 12:54:41

in the State of Illinois, hereby releasing

Cook County Recorder

25.50

**REAL ESTATE MORTGAGE** 

(This space for Recorder's use only)

THIS INDENTURE WITNESSET H, THAT _	ARION AND HATTLE DYERALL
of 153865. LOOMIS (Address of Buyer)	City of State of Illinois, Mortgagor(s)
of	aunce (Seller's Address) (Seller's Address) (Seller's Address) (Seller's Address)
to secure payment of that certain Home Imp	provement Retail Installment Contract of even date herewith, in the amount of 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 06/03/04	, the following described real estate, to wit:
	IN HARVEY IN SECTION 17, TOWNSHIP 36 NORTH, PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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

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

Mortgagor is transferring or selling the interest in the property.

Page 1 of 2 Continued on page 2

situated in the County of



## UNOFFICIAL COPY 99799318

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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.

or any part morosi, and to receive and concertain remo, issues and prome morosi.						
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 day of ARTON OVERALL (SEAL)  Methodo ARTON OVERALL (SEAL)  HATTIE OVERALL (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 inortroage and to waive his or her homestead exemption in the above described real estate. Person signing immediately beion: is not personally liable.						
(SEAL)						
Nortgagor (SEAL)						
in the state of th						
(type or print names beneath signatures)						
STATE OF ILLINOIS /						
County of J 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, scaled 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 valver of the right of homestead. IN WITNESS WHEREOF, I hereunto set my hand and official seal this						
My Commission Expires						
THIS INSTRUMENT, WAS PREPARED BY						
THIS INSTRUMENT WAS PREPARED BY ONE INC.						
ONE NATIONAL PLAZA						
Name 111 PLAZA DRIVE - SUITE 715						

(847) 995-9150

Excess ?		-FICI/	4L C	OPY.	**.	****
Reprositation of the second of	SCHAUMBURG, IL 60173 (847) 995-9150  Space below for Recorder's use only	After recording mail to:  EQUITY ONE INC.	1. (A. 6) (A. 6)	ТО	REAL ESTATE MORTGAGE	
	(/X,			•	_	
The undersigned, for value receive	nd does hereby are a harna	ASSIGNMI		& a citl	k Ore	
		all right, title a	and interest in and	to the Mortgage appear	ing on the reverse side here	of and the
money due and to become due on property described in the Mortgage	the Home Improvement R /t	ail Listallment Contract	secured thereby a	ind warrants that no lie	ns have been filed by Assig	nor on the
/	•	0/		Side-A	11 America	i In
		$-\tau_{\alpha}$	- AL	in clear t (S	eller's name)	
Ву		ACKNOWL'.DO	Title <u>///\/</u> Smeut	<u> vivera</u>		
STATE OF	li nois	ACKNOTIL DO	J.INCN I			
County of	Code }	ss.	17%	ı		
On this <u>2rd</u> day of _	Mary 19	), there personal	lly appeared before	97.	and the same at the first	,
known or proven to me to be the p voluntary act of the purposes then					ecuted the same, as his/her	rree and
and was authorized to execute the IN WITNESS WHEREOF, I hereunto	said assignment and the se	al affixed thereto, it am	y, is the seal of the	corporator.	Stocke	
My Commission Expires			Notar	y Public	)sc.	
				•		

