

UNOFFICIAL COPY

THE MORTGAGOR, S. RUDOLPH A. SMITH AND DARLENE SMITH (MARRIED TO EACH OTHER)

of the Village of Markham in the County of Cook and

State of Illinois, MORTGAGE and WARRANT to Crafter Corporation

1252 West 127th Street, of the Village of Calumet Park

County of Cook and State of Illinois, to secure the payment

of a certain retail installment contract executed by Rudolph A. Smith and Darlene Smith

bearing date of 10-25-89 payable to the order of (\$ 14,959.56) Fourteen Thousand Nine Hundred

Fifty Nine and 56/100 Dollars payable as follows: (84) payments of (\$ 178.09)

One Hundred Seventy Eight and 09/100 Dollars, starting on the tenth day of January

1990, and continuing on the same day of each successive month thereafter until fully paid, and the following described real estate, to wit:

Lot 5 in Block 5 in Canterbury Gardens Unit 3 a Resubdivision of part of Canterbury Gardens Unit 2 a Subdivision of the West 1/2 of the east 1/2 and part of the Northwest 1/4 of Section 24, Township 36 North, Range 13, east of the Third Principal Meridian, according to Plat thereof registered in the office of the Registrar of Titles of Cook County, on July 9, 1957, as Document Number 1747357

PREIN: 28-24-418-017

(COMMONLY KNOWN AS: 16406 Plymouth Drive, Markham, Illinois 60426)

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.

If default be made in the payment of the said contract, or of any part thereof or the interest thereon, or any part thereof, at the time and in the manner above specified for the payment thereof, or in case of waste or non-payment of taxes or assessments on said premises, or of a breach of any of the covenants or agreement herein contained, then and in such case the whole of said principal sum and interest, secured by the said contract in this mortgage mentioned, shall thereupon, at the option of the said mortgagee, its heirs, executors, administrators, attorneys or assigns, become immediately due and payable; and this mortgage may be immediately foreclosed to pay the same by said mortgagee, its heirs, executors, administrators, attorneys or assigns; and it shall be lawful for the said mortgagee, its heirs, executors, administrators, 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 filing of any complaint to foreclose this mortgage in any Court having jurisdiction thereof, such Court may appoint _____ or any proper person receiver, with power to collect the rents, issues and profits arising out of said premises during the pendency of such foreclosure suit, and until the time to redeem the same from any sale that may be made under any decree foreclosing this mortgage shall expire; and such rents, issues and profits when collected may be applied toward the payment of the indebtedness and costs herein mentioned and described. And upon the foreclosure and sale of said premises, there shall be first paid out of the proceeds of such sale all expenses of advertisements, selling and conveying said premises, and attorneys' fees, to be included in the decree, and all moneys advanced for taxes, assessments and other liens; then there shall be paid the principal of said contract whether due and payable by the terms thereof or not, and the interest thereon.

Dated this twenty second day of November, 1989

Rudolph A. Smith (SEAL)
RUDOLPH A. SMITH

Darlene Smith (SEAL)
DARLENE SMITH

THIS INSTRUMENT PREPARED BY: Crafter Corporation
1252 West 127th Street
Calumet Park, Illinois 60643

RECORD OF NO US

Note FD

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