

UNOFFICIAL COPY

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AFFIDAVIT

Please be advised that Rosia Motley and Rosea Motley are one in the same person.

This affidavit is for the purpose of holding harmless the Registrar of Titles of the Cook County Recorder's office.

Rosia R Motley
ROSIA MOTLEY

Rosea R Motley
ROSEA MOTLEY

Rosea Motley REM

William T. Cribb
SUBSCRIBING WITNESS

STATE OF ILLINOIS

COUNTY of Jane

I, Charles W. ... a Notary Public for and in said County, do hereby certify that William T. Cribb the subscribing witness to the foregoing instrument, personally known to me, who, being by me duly sworn, did depose and say that he/she resides at 881 W. ... that he/she knows said Rosia Motley to be the individual (s) described in and who executed, the foregoing instrument as his/her free and voluntary act, for the purposes therein set forth; that he/she, said subscribing witness, was present and saw him/her execute the same, and that he/she, said subscribing witness, at the time subscribed his/her name as witness therein.

Given under my hand and notarial seal this 21 day of December 1989

COMMISSION EXPIRES 21 day of December 1989

OFFICIAL SEAL
ANNE M. CONSOLE
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES APR. 11, 1992

OFFICIAL SEAL
ANNE M. CONSOLE
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES APR. 11, 1992

3849112

UNOFFICIAL COPY

Property of Cook County Clerk's Office

RECEIVED
CLERK OF THE COURT
COOK COUNTY, ILL.
JAN 10 1900

RECEIVED
CLERK OF THE COURT
COOK COUNTY, ILL.
JAN 10 1900

10/10/00

UNOFFICIAL COPY

OXFORD CREDIT CORP.
300 CROSSWAYS PARK DRIVE
WOODBURY, NEW YORK 11797

This instrument was prepared by, and when recorded should be mailed to:

(PROPERTY OWNER) _____
(PROPERTY OWNER) _____
(PROPERTY OWNER) _____
(PROPERTY OWNER) _____
(PROPERTY OWNER) _____

In Presence of: _____
This mortgage has been duly executed by the Property Owner.

(We) acknowledge that (we) have received a copy of this mortgaged property and enter it on this mortgage
19. LEGAL DESCRIPTION AUTHORIZATION. The Property Owner hereby authorizes Oxford to determine the legal description of the

18. FORECLOSURE. If the debt secured by this mortgage becomes due whether by acceleration or otherwise Oxford has the right to foreclose its lien, and in any such foreclosure suit there shall be allowed as additional indebtedness in the decree for sale all expenses which may be incurred on behalf of Oxford for reasonable attorneys' fees and other costs. The proceeds of any foreclosure sale of the mortgaged property shall be distributed and applied in the following order of priority: First, on account of all expenses incident to the foreclosure proceeding; second, all other items which under this mortgage constitute secured indebtedness additional to that evidenced by the Contract; with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Contract and fourth, any surplus to the Property Owner.

17. GOVERNING LAW. This instrument shall be governed by the law of Illinois.
16. WAIVER OF HOMESTEAD. The Property Owner releases and waives all right of homestead exemption in the mortgaged property and will have all the rights Oxford would have if Oxford were still the holder, including the right to transfer.

15. TRANSFER OF MORTGAGE. Oxford may transfer its interest in this mortgage. Any subsequent holder of Oxford's interest in this mortgage persons who subsequently acquire any interest in the mortgaged property.

14. FUTURE OWNERS. This mortgage shall be binding upon the Property Owner, his, her or their heirs and personal representatives, and the Property Owner to sign any additional papers to make this mortgage fully effective. The Property Owner will sign such papers.

13. STATEMENTS BY PROPERTY OWNER. The Property Owner is the sole owner of the mortgaged property. Should it be necessary for the mortgaged property.

12. LIENS ON PROPERTY. The Property Owner will not allow any mechanics, maintenance, workmen, judgment or tax lien to attach to the mortgaged property. Oxford may be appointed as such receiver.

11. SALE AS SINGLE PROPERTY, RECEIVER UPON FORECLOSURE. In case of foreclosure a receiver of the mortgaged property may be appointed, and the mortgaged property may be sold as one piece of property. Demand for payment may be made in person or by mail.

10. DEMAND IN PERSON OR BY MAIL. Demand for payment may be made in person or by mail. Oxford, in addition to its other remedies, may enter the mortgaged property for the purpose of inspection.

9. RIGHT OF ACCESS. After a default, or if Oxford reasonably believes a default has been committed under this mortgage or the Contract, Oxford, in addition to its other remedies, may enter the mortgaged property for the purpose of inspection.

8. DEBT DUE ON SALE. Oxford may, at its option, also demand immediate payment of the entire debt due under the Contract and this mortgage upon any sale or transfer of the mortgaged property or upon any assignment or pledge of the beneficial interest or power of direction over any land trust holding title to the mortgaged property. Upon payment in full after any such demand, a refund of the unearned portion of the FINANCE CHARGE and any insurance charges may be due as described in the Contract.

7. IMMEDIATE PAYMENT UPON DEFAULT. If any installment due under the Contract is not paid within 30 days after its due date or if any other "default" as defined in the Contract occurs, or if any term of this mortgage is violated, Oxford may demand the immediate payment of the entire debt due under the Contract and this mortgage. Upon payment in full after any such demand, a refund of the unearned portion of the FINANCE CHARGE and any insurance charges may be due as described in the Contract.

6. NO ALTERATION OF MORTGAGED PROPERTY. The Property Owner will not alter, deminish or remove any part of the mortgaged property or the maximum rate permitted by law.

5. OTHER MORTGAGES. The Property Owner will pay, on time, all installments of principal and interest on any other mortgage on the mortgaged property.

4. TAXES AND ASSESSMENTS. The Property Owner will pay, on time, all taxes, assessments, and sewer, water or other charges on the mortgaged property.

3. INSURANCE. The Property Owner will maintain insurance against fire and other hazards on the mortgaged property for the benefit of Oxford. Will pay the premiums for the insurance, and will transfer to Oxford all proceeds of such insurance to the extent of the unpaid debt secured by this mortgage.

2. PROPERTY SUBJECT TO MORTGAGE. The Property Owner subjects the mortgaged property to payment of the debt due under the Contract.

1. The Property Owner also agrees to the following terms:
The Property Owner agrees to pay the debt owing under the Contract.

the improvement described in the Contract, with the full debt that paid earlier, due 36 months after the due date of the first payment due under said Contract. The Contract also provides for late charges, however, in no event shall the total aggregate indebtedness secured by this mortgage exceed an amount equal to twice the debt owing under the Contract.

Contract, in consequence of the monthly installments of \$ 249.92 each, commencing 60 days from the date of completion of the improvement described in the Contract, with the full debt that paid earlier, due 36 months after the due date of the first payment due under said Contract. The Contract also provides for late charges, however, in no event shall the total aggregate indebtedness secured by this mortgage exceed an amount equal to twice the debt owing under the Contract.

to be assigned to Oxford. The debt owing under the Contract is \$ 7000.00. The debt owing under the Contract is \$ 7000.00. The debt owing under the Contract is \$ 7000.00.

as Buyer and (Oxford) as Seller. The debt owing under the Contract is \$ 7000.00. The debt owing under the Contract is \$ 7000.00. The debt owing under the Contract is \$ 7000.00.

instalment Contract (the "Contract") dated 10/21/89 between (Oxford) and (Charles Hester & Kover Hester (Married & Jointly)).

Said note has been assigned to Oxford Credit Corp. by Cor Tech Central Contractors, Inc. The Property Owner warrants the mortgaged property to Oxford to provide security for a debt owing under a Real Instalment Contract (the "Contract") dated 10/21/89 between (Oxford) and (Charles Hester & Kover Hester (Married & Jointly)).

On this 21 day of October 1989, day of (Month & Year) (Charles Hester & Kover Hester (Married & Jointly))

THIS SPACE FOR RESEARCH USE ONLY

210189

P.L.N. Number(s): 80-35-001-03

LOT THREE (12) In Oloph A. Johnson's Subdivision of Lots One (1) to Twenty Three (23) both inclusive in Block 105 in Cornell a subdivision in section 26 & 35, Town 38, Range 14, East of the third principal meridian

County in Illinois (the "mortgaged property"), the legal description of which is as follows: Crossways Park Drive, Woodbury, New York 11797, all of the land, buildings, and other improvements now or in the future owned by the (Property Owner), MORTGAGES and WARRANTS to Oxford Credit Corp. ("Oxford"), whose principal place of business is at 300 who live(s) at 2938 A. Korman

Property Owner and located at 2938 A. Korman

On this 21 day of October 1989, day of (Month & Year) (Charles Hester & Kover Hester (Married & Jointly))

THIS SPACE FOR RESEARCH USE ONLY

MORTGAGE

3849112

THIS SPACE FOR RESEARCH USE ONLY

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NOTARY PUBLIC

[Faint handwritten notes and stamps at the top of the page]

Yes
Alvin D
3849112 MORTGAGE
Charles & Rosa Motzer

3849112

OXFORD CREDIT CORP.

The land affected by this instrument lies in

Section _____
T. _____
R. _____
S. _____
COUNTY OF _____
STATE OF ILLINOIS

SECTION _____
BOOK _____

Notary Public for and in said County, do hereby certify that
the subscribing witness to the foregoing instrument,
Charles Motzer & Rosa Motzer, appeared before me this day
of _____ (this/her spouse), personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument,
and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses
and purposes therein set forth, including the release and waiver of the right of homestead.

Property of Cook County Clerk's Office

3849112

1/88

DEC 18-3-11

STATE OF ILLINOIS
COUNTY OF Cook
I, *Angela R. Light*, a Notary Public for and in said County, do hereby certify that
and *Charles Motzer & Rosa Motzer* (this/her spouse), 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
of *21* day of *October*, 19*93*, in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses
and purposes therein set forth, including the release and waiver of the right of homestead.
Given under my hand and notarial seal this _____ day of _____, 19____.
My commission expires _____ 19____.
Angela R. Light
NOTARY PUBLIC

My commission expires _____ 19____.
Given under my hand and notarial seal this _____ day of _____, 19____.
I, *Angela R. Light*, a Notary Public for and in said County, do hereby certify that
and *Charles Motzer & Rosa Motzer* (this/her spouse), 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
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NOTARY PUBLIC

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My commission expires _____ 19____.
Angela R. Light
NOTARY PUBLIC