

UNOFFICIAL COPY

ORIGINAL

10/89 IL H.T. FORM 3000 MORTGAGE

FIRST CREDIT CORPORATION
570 LAKE COOK ROAD
DEERFIELD, ILLINOIS 60015

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

(PROPERTY OWNER) _____ (SUBSCRIBING WITNESS) _____
(L.S.) _____

(PROPERTY OWNER) _____
(L.S.) _____

(PROPERTY OWNER) _____
(L.S.) See Exhibits Attached Hereto

This mortgage has been duly executed by the Property Owner.

I (We) acknowledge that I (we) have received a copy of this mortgage:

20. LEGAL DESCRIPTION AUTHORIZATION: The Property Owner hereby authorizes FCC to determine the legal description of the mortgaged property and enter fourth, any copies to the Property Owner.

19. FUTURE OWNERS: This mortgage shall be binding upon the Property Owner, his, her or their heirs and personal representatives, and all persons who subsequently acquire any interest in the mortgaged property.

18. TRANSFER OF MORTGAGE: FCC may transfer its interest in this mortgage. Any subsequent holder of FCC's interest in this mortgage will have all the rights FCC would have if FCC were still the holder, including the right to transfer.

17. GOVERNING LAW: This instrument shall be governed by the law of Illinois.

16. ASSIGNMENT OF RIGHTS: To further secure the indebtedness, the Property Owner does hereby, sell, assign and transfer unto FCC all the rents, issues, and profits now due and which may hereafter become due under or by virtue of any lease, whether written or oral, or any agreement for the use or occupancy of the Property or any part thereof, which may have been heretofore or may be hereafter made or agreed to, including the intention hereby to establish an absolute transfer and assignment of all of such leases and agreements unto FCC, and the Property Owner hereby appoints FCC its true and lawful attorney (with or without taking possession of the Property) to rent, lease or let all or any portion of the Property to any party at such rental and upon such terms as FCC shall, in its discretion determine, and to collect all of said rents, issues and profits therefrom or accruing at any time thereafter, and all

15. DEMAND IN PERSON OR BY MAIL: Demand for payment may be made in person or by mail.

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

13. DEBT DUE ON SALE: FCC 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 benefited interest in or power of disposition over any land first holding title to the mortgaged property. Upon payment in full after any such demand, a refund of the unpaid portion of the FINANCE CHARGE and any insurance charges may be due as described in the Contract.

12. 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, FCC 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 unpaid portion of the FINANCE CHARGE and any insurance charges may be due as described in the Contract.

11. NO ALTERATION OF MORTGAGED PROPERTY: The Property Owner will not alter, demolish or remove any part of the mortgaged property without FCC's permission. The Property Owner will keep the mortgaged property in good repair and condition.

10. PARAGRAPHS 2, 3 AND 4 ABOVE: If the Property Owner fails to make any payment required by paragraphs 2, 3 or 4 above, FCC may make the payment. If FCC makes any such payment, the amount of such payment will be added to the debt secured by this mortgage and will be a debt of the Property Owner, payable on FCC's demand, with interest equal to the maximum rate permitted by law.

9. RECEIPTS: FAILURE TO MAKE CERTAIN PAYMENTS: Upon FCC's written request, the Property Owner shall furnish to FCC duplicate receipts for payments required by paragraphs 2, 3 and 4 above.

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

7. PROPERTY SUBJECT TO MORTGAGE: The Property Owner agrees to the following terms:

The Property Owner also agrees to the following terms:

the improvements described in the Contract, with the full debt, if not paid earlier, due _____ 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.

monthly installments of \$ _____

to be assigned to FCC. The debt owing under the Contract is \$ _____

as Buyer and _____ as Contractor/Seller which Contract has been or is to be assigned to FCC.

Contract, dated _____ between _____ and _____

Property Owner and located at _____

(the "Property Owner"), MORTGAGES and MORTGAGES TO FIRST CREDIT CORPORATION ("FCC"), whose principal place of business is at _____

On the _____ day of _____ 1989

(MICHIGAN TITLE AND TRUST COMPANY)

(PROPERTY OWNER) _____

MORTGAGE

3857332

3857332

LOT 2 IN MEE'S SUBDIVISION OF THE NORTHWEST 1/4 OF BLOCK 3 IN THE CURRENT COURT PARTITION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 8 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
COOK COUNTY, ILLINOIS

COOK COUNTY, ILLINOIS

1989

1989

1989

1989

1989

1989

UNOFFICIAL COPY

RECORDED IN
COOK COUNTY CLERK'S OFFICE
MORTGAGE RECORDS

PROPERTY OF THE STATE OF ILLINOIS

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Property of Cook County Clerk's Office

3857332
MORTGAGE

3857332

- 10 -

FIRST CREDIT CORPORATION

The land affected by this instrument lies in

the _____

of _____

COUNTY OF _____
STATE OF ILLINOIS

SECTION _____

BLOCK _____

LOT _____

10/88 IL H.L. FORM 3000 MORTGAGE

(NOTARY PUBLIC)

19

My commission expires

Given under my hand and notarial seal this _____ day of _____ 19

that he/she knows said _____ and who executed, the foregoing instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth; that he/she, said subscribing witness, was present and saw him/her/their execute the same, and that he/she, said subscribing witness, at the time subscribed, his/her name as witness personally known to me, who, being by me duly sworn, did depose and say that he/she resides at _____

_____ a Notary Public for and in said County, do hereby certify that _____ the subscribing witness to the foregoing instrument,

COUNTY OF _____

STATE OF ILLINOIS

(NOTARY PUBLIC)

19

My commission expires

Given under my hand and notarial seal this _____ day of _____ 19

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 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.

_____ and _____ a Notary Public for and in said County, do hereby certify that _____

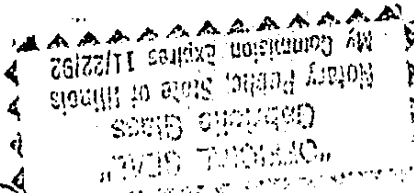
COUNTY OF _____

STATE OF ILLINOIS

3857333

NR86-1

Notary Public



Notary Seal

Given under my hand and Notary Seal this 1st day of June 1990

1. the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said person for the use and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary.

STATE OF ILLINOIS
COUNTY OF COOK

By *[Signature]*
L.T.#1090487
ASSISTANT VICE-PRESIDENT
CHICAGO TITLE AND TRUST COMPANY, a Trustee as aforesaid and not personally.

Corporate Seal

IN WITNESS WHEREOF Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements hereinafter made and intended to be the warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be assumed or enforceable against the Chicago Title and Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

THE RIDER ATTACHED HERETO IS HEREBY EXPRESSLY MADE A PART OF THIS MORTGAGE
CHICAGO TITLE AND TRUST COMPANY
AS TRUSTEE AFORESAID
BY: *[Signature]*
ASSISTANT VICE PRESIDENT
ATTEST: *[Signature]*
ASSISTANT SECRETARY

Office

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Property of Cook County Clerk's Office

3
DUPLICATE
7332

9
1/30/90
1/30/90

3857332

3857332

1990 JAN 30 PM 3 40
CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

3857332

Premises

Deliver to

Address

Address

Address

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Address

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Address

Address

Address

First Credit Corp
570 Lake Cook
Deerfield, IL

Parades

UNOFFICIAL COPY

0 3 8 5 7 5 3 2

JP

RESULT OF SEARCH:

3857332

INTENDED GRANTEE OR ASSIGNEE:

MARCO MOSELEY BRAUN
PROPERTY TAX UNIT

1530 JAN 30 PM 3:22

COOK COUNTY RECORDER

768797

1-30-98

RESULT OF SEARCH:

MARCO MOSELEY BRAUN

DATE OF SEARCH:

1/22/89

PRESENT PARTIES IN INTEREST:

Chapman Bank Co. #1842.32

STATUTORY FEDERAL TAX LIEN SEARCH

DOCUMENT NO.

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