

THIS INSTRUMENT WITNESSETH, THAT Beverly Trust Co., as Trustee under Trust 8-8902, dated February 28, 1990, not personally (Husband and wife) (single man) (single woman)

of _____ City of _____ State of Illinois. Mortgagor(s)

MORTGAGE and WARRANT to 2ND CITY CONSTRUCTION CO., INC. of 3006 W. DIVERSEY, CHICAGO, IL. Mortgagor.

to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith, in the amount of \$ 9,393.84 payable to the order of and delivered to the Mortgagor, 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 of the balance due on the following described real estate, to wit:

LOT 6 (EXCEPT THE EAST 9 FEET THEREOF) AND ALL OF LOT 7 IN BLOCK 3 IN BAKER'S SUBDIVISION OF THE NORTH HALF (NH) OF THE NORTH WEST QUARTER (NW) OF THE NORTH EAST QUARTER (NE) OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

NOTE IDENTIFIED

PERMANENT REAL ESTATE INDEX NUMBER 25-17-202-014 ADDRESS OF REAL ESTATE 105 W. 103RD PL. CHICAGO, ILLINOIS 60643 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, 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. If Mortgagee does allow Mortgagor's successor in interest to assume the obligation, Mortgagor will be released from further obligation under this Mortgage and the Home Improvement Retail Installment Contract. The following types of transfers will not give Mortgagee the right to require immediate payment in full: (a) the creation of liens or other claims against the property which are in prior to this Mortgage; (b) a transfer of rights in household appliances to a person who provides the Mortgagor with the money to buy these appliances in order to protect that person against possible losses; (c) a transfer of the land to surviving co-owners, following the death of a co-owner, when the transfer is automatic according to law; (d) leasing the property for three years or less; so long as the lease does not include an option to buy; (e) a transfer to Mortgagor's relative resulting from death of the Mortgagor; (f) a transfer where Mortgagor's spouse or children become owners of the property; (g) a transfer to Mortgagor's spouse resulting from a divorce decree, separation agreement, or property settlement agreement; (h) a transfer into an inter vivos trust in which the Mortgagor is and remains a beneficiary, so long as there is no transfer of rights of occupancy in the property.

IT IS FURTHER EXPRESSLY PROVIDED AND AGREED, That 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 or assessments 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, less unearned charges, 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 23 day of APRIL, A.D. 1990 Beverly Trust Co. as Trustee under Trust 8-8902 BY Patricia Ralph Trust Officer (SEAL) Attest Alan Page Asst. Trust Officer (SEAL) STATE OF ILLINOIS County of COOK Mortgagor Edward Baker (SEAL) BENEFICIARY (Type or print names beneath signatures)

I, EDWARD BAKER 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 acknowledged 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.

Notary Public

OFFICIAL SEAL E. A. BAKER Notary Public, State of Illinois My Commission Expires June 25, 1994

THIS INSTRUMENT WAS PREPARED BY

EDWARD BAKER Name

Address

DOCUMENT NUMBER

3962853

CHICAGO COUNTY CLERK

UNOFFICIAL COPY

Space below for Recorder's use only

2ND CITY CONSTRUCTION
3000 W. UNWENNEY
CHICAGO, IL 60647

After recording mail to

REAL ESTATE MORTGAGE

TO

This document is made by Beverly Trust Company as Trustee and accepted upon the express understanding that the Beverly Trust Company enters into the same not personally, but only as Trustee and that no personal liability is assumed by nor shall be asserted or enforced against Beverly Trust Company because of or on account of the making or executing this document or of anything therein contained, all such liability, if any being expressly waived, nor shall Beverly Trust Company be held personally liable upon or in consequence of any of the covenants in this document, either expressed, or implied.

ASSIGNMENT

The undersigned, for value received, does hereby grant, bargain, sell, assign, transfer and set over to _____ all right, title and interest in and to the Mortgage appearing on the reverse side hereof and the money due and to become due on the Home Improvement Retail Installment Contract secured thereby and warrants that no liens have been filed by Assignor on the property described in the Mortgage.

(Seller's name)

By _____ Title _____

ACKNOWLEDGMENT

STATE OF _____ } ss.
County of _____ }

On this _____ day of _____, 19____, there personally appeared before me _____

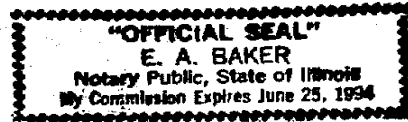
known or presumed by me to be the person whose name is subscribed to the within assignment, and acknowledged that he/she executed the same, as his/her free and voluntary act of the purposes therein contained and

(in the event the assignment is by a corporation) that he/she is _____ and was authorized to execute the said assignment and the seal affixed thereto, if any, is the seal of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires _____



Submitted by _____
Address _____
Promised _____
Deliver Copy _____
Address _____
Deliver to _____
Deed to _____
Address _____
Notified _____
Sanchez

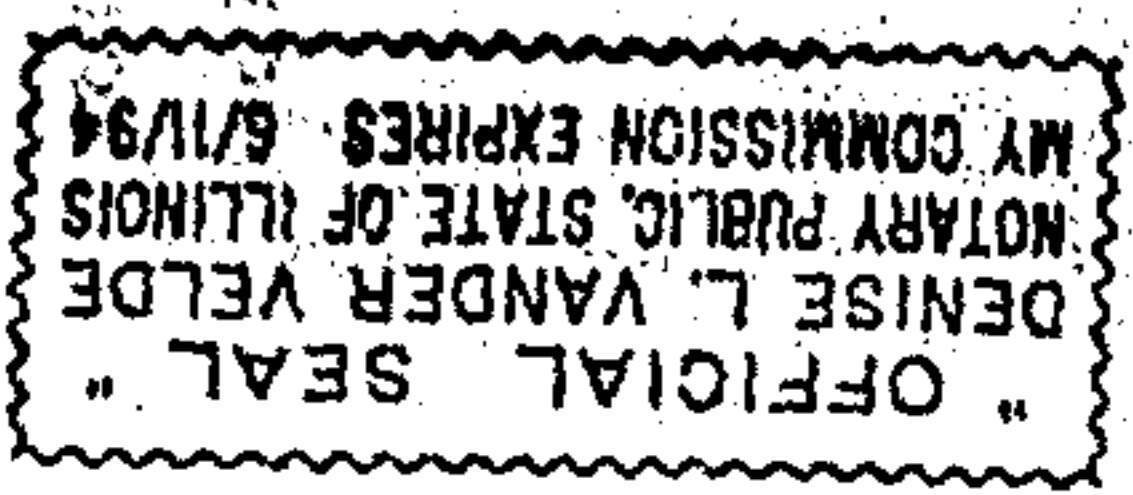
2ND CITY CONSTRUCTION
3000 W. UNWENNEY
CHICAGO, IL 60647

1/14/94
3962853

03962853

03962853

REGISTER
CARD NO. _____
DATE _____



STATE OF ILLINOIS
COUNTY OF COOK

ss.

The Undersigned,

I, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that

_____ Vice President of BEVERLY TRUST COMPANY, and

_____ Alice Page, Asst. Trust Officer

of said Trust Company, who are personally known to me to be the same persons whose

names are subscribed to the foregoing instrument as such Vice President, and Assistant

Trust Officer, 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 Co., as Trustee as aforesaid, for the uses and purposes therein

set forth; and the said Assistant Trust Officer then and there acknowledged that

she _____, as custodian of the corporate seal of said Trust Company, did affix

the corporate seal of said Trust Company to said instrument as her _____ own free

and voluntary act and as the free and voluntary act of said Trust Company, as Trustee as

aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____

A.D. 19 91

2nd

May

Notary Public

Denise L. Vander Velde

UNOFFICIAL COPY

for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree for foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

8. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

9. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the