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ILLINOIS MORTGAGE & ASSIGNMENT OF MORTGAGE 2001-01-05 10:24:22

Cook County Recorder

25.50

THIS INDENTURE WITNESSETH, THAT JAIME ALONZO ILONCA ALONZO

of 2218 N SAWYER

ì

, State of Illinois city of CHICAGO Mortgagor(s), MORTGAGE AND WARRANT TO QUALITY STONE & BRICK CORP. 3310 S WESTERN AVE CHICAGO, IL 60608

of

Mortgagee, to secure paymer, of that certain

Home Improvement Retail Installment Contract payable to the order of and delivered to the Mortgagee, Of even date herewith, in the amount of \$ 13,027.00 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:

THE SOUTH 1/2 OF LOT 8 IN BLOCK 5 IN SHIPMAN, BILL AND MERRILL'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 132EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN#: 13-35-216-024

COMMONLY KNOWN AS: 2218 N. SAWYER, CHICAGO. ILLINOIS.

·047 in the State of Illinois hereby releasing and waiving all rights situated in the county of, COOK 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 here in 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 Retzii 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:

- the creation of liens or other claims against the property which are inferior to this Mortgage; (a)
- a transfer of rights in household appliances to a person who provides the Mortgagor with the money to by these in (b) order to protect that person against possible losses;
- a transfer of the land to surviving co-owners, following the death of a co-owner, when the transfer is automatic (c) according to law;
- leasing the property for three years or less; so long as the lease does not include an option to buy; (d)
- a transfer of Mortgagor's resulting from death of the Mortgagor's; (e)
- a transfer where Mortgagor's spouse or children become owners of the property; (f)
- a transfer to Mortgagor's spouse resulting from a divorce decree, separation agreement, or property settlement (g)
- a transfer into an inter vivos trust in which the Mortgagor is and remains a beneficiary, so long as there is no transfer (h) of rights of occupancy in the property.

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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 of 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.

× Horses along (Seal) (Seal) -Borrower -Borrower (Seal) (Seal) -Borrower -Borrower STATE OF ILLINOIS County of Cook } SS I, THE UNDERSIGNED, in and for said County, in the State afor said, DO HEREBY CERTIFY That James Clonys personally known to me to be the same person(s) whose name(s) lonca Almas subscribed to the foregoing instrument appeared before me this day in person, and acknowledged signed, scaled and delivered the said instrument as Thorn 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. "OFFICIAL SEAL" HOWARD SHAPIRO Notary Public, State of Illinois No ary Public My Commission Expires 05/02/04

Prepared by:

QUALITY STONE & BRICK CORP.

3310 S WESTERN AVE CHICAGO, IL 60608

ASSIGNMENT

The undersigned, for value received, does hereby grant, bargain, sell, assign, transfer and set over to HARBOR FINANCIAL GROUP LTD. all right, title and interest in and to the foregoing Mortgage 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.

QUALITY STONE & BRICK CORP. (Seal) -Seller	
By Mourd Napiro	Title
STATE OF LILLIANS	
County of	
Mounthis 15 an day of CFreen	known or proven to me to be the person whose name i
subscribed to the within assignment, and acknowledged that he purposes therein contained and (in the event the assignment is be	
and was authorized to execute the said assi	ignment and the seal affixed thereto, if any, is the sale of th
corporation.	
	201
IN WITNESS WHEREOF, I hereunto set my hand and official	seal.
	\mathcal{C}_{λ}
After recording mail to: HARBOR FINANCIAL GROUP, LTD	Jammy Correa
1070 SIBLEY BLVD	Note & Public
CALUMET, IL 60409 OFFICIAL SEA TAMMY L. COR NOTARY PUBLIC, STATE OF	RREA FILLINOIS
MY COMMISSION EXPIRES	7-22-2001

Initials:

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