UNOFFICIAL COMPOSED TO SEP 1 of 2001-04-20 15:51:31

#### **ILLINOIS MORTGAGE &** ASSIGNMENT OF MORTGAGE

THIS INDENTURE WITNESSETH, THAT ELLA WES LUCAS

Cook County Recorder 27.50

of 25 E 157TH ST

city of SOUTH HOLLAND , State of Illinois Mortgagor(s), MORTGAGE AND WARRANT of TO PROFESSIONAL HOME REMODELING 3945 W. IRVING PARK ROAD CHICAGO, IL 60618

Mortgagee, to secure payment 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 \$ 5,827.00 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 tal nee due on the following described real estate, to wit:

SEE EXPIRET "A"

PIN#: 29-15-102-018-0000 AND 29-15-102-019-0000

COMMONLY KNOWN AS: 25 E. 157TH ST., SOUTH HOLLAND, ILLINOIS.

in the State of Illinois nereby 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 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 Read Pastallment 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)

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) agreement;

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.

DATE: 4/4/0/	
DATE: 4/4/01	
Ella Nio Flicas (Seal)	(Seal)
ELLA WES LUCAS -Borrower	-Borrower
(Seal)	(Seal)
-Borrower	-Borrower
STATE OF ILLINOIS	
County of Couk SS	
I, THE UNDERSIGNED, in and for said County, in the State afor	esaid, DO HEREBY CERTIFY That
	known to me to be the same person(s) whose name(s) it as peared before me this day in person, and acknowledged
that significant s	gned sealed and delivered the said instrument as
free and voluntary act, for the uses and purposes therein set forth	n, including the release and waiver of the right of homestead.
IN WITNESS WHEREOF, I hereunto set my hand and official se	al.
	Re Prosen
_	Notary Public
	5
Prepared by:	
PROFESSIONAL HOME REMODELING	///////////////////////////////////////
3945 W. IRVING PARK ROAD CHICAGO, IL 60618	
<b>******</b>	
CHESTER PIETRUSIEWICZ	
2 NOTARY PUBLIC, STATE OF ILLINOIS \$	
My Commission Expires 6/11/03	

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Initials: \_\_\_\_

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#### 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.

PROFESSIONAL HOME REMODELING (Seal) -Seller	
By New Miller	President Title
STATE OF Ullivors County of Orox }SS	
On this 44 day of , known subscribed to the within assignment, and acknowled set that he/she expurposes therein contained and (in the event the assignment is by a corp	, <u>&gt;001</u> , there personally appeared before me is or proven to me to be the person whose name is ecuted the same, as his/her free and voluntary act of the poration) that he/she is tand the seal affixed thereto, if any, is the sale of the
corporation.	And the sear arrived thereto, it any, is the sale of the
IN WITNESS WHEREOF, I hereunto set my hand and official seal.	
After recording mail to: HARBOR FINANCIAL GROUP, LTD	Oh Gitany
1070 SIBLEY BLVD CALUMET, IL 60409	"OFFIC! AL SEA.!" CHESTER PLETRUSIEWICZ NOTARY PUBLIC, STATE OF ILLINOIZ My Commission Expires 6/11/03

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Initials:

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#### EXHIBIT "A"

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THAT PART OF LOT 1 IN SCHAAPS HEIRS DIVISION, BEING A DIVISION OF PART OF LOTS 3, 4 AND 5 IN THE SUBDIVISION OF PART OF SECTIONS 9, 10 AND 15 AND LOT 1 IN SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH WEST CORNER OF LOT 1 AFORESAID; SAID POINT BEING 33.0 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SECTION 15 AND 25.0 FEET SOUTHFASTERLY OF AND PARALLEL TO THE CENTER LINE OF 157<sup>TH</sup> STREET (FORMERLY 153RD STREET) THENCE SOUTH ALONG THE WEST LINE OF SAID LOT1, A DISTANCE OF 148.18 FEET; THENCE SOUTHEASTERLY ALONG A LINE DRAWN AT AN ANGLE OF 100 DEGREES MEASURED FROM NORTH TO SOUTHEAST WITH THE SAID WEST LINE, A DISTANCE OF 203.08 FEET FOR THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED THENCE CONTINUING ON SAID LAST DESCRIBED LINE, A DISTANCE OF 148.26 FEET; THENCE NOR THERLY IN A STRAIGHT LINE PARALLEL TO THE WEST LINE OF SAID LOT 1, A LISTANCE OF 270.2 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LCT 1, WHICH POINT IS 351.34 FEET EASTERLY (MEASURED ALONG SAID NORTHERLY LINE FROM THE NORTHWEST CORNER OF LOT 1; THENCE SOUTH WESTERLY ALONG SAID NORTHERLY LINE, A DISTANCE OF 148.26 FEET; THENCE SOUTHERLY IN A STRAIGHT LINE, A DISTANCE OF 218.7 FEET TO POINT OF BEGINNING IN COOK COUNTY, ILLINOIS (EXCEPTING THEREFROM THAT PART OF SAID LOT 1 BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 1, 148.18 FEET TO A POINT, THENCE SOUTHEASTERLY ALONG A LINE DRAWN AT AN ANGLE OF 100 DEGREES, MEASURED FROM NORTH TO SOUTHEAST WITH SAID WEST LINE, A DISTANCE OF 206.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ON SAID LAST DESCRIBED LINE, 145.20 FEET TO A POINT; THENCE NORTHERLY IN A STRAIGHT LINE PARALLEL TO THE WEST LINE OF SAID LOT 1 TO A POINT WHICH INTERSECTS THE NORTHERLY LINE OF SAID LOT 1 AT A POINT 351.34 FEET EASTERLY (MEASURED ALONG SAID NORTHERLY LINE, FROM THE NORTHWEST CORNER OF SAID LOT 1, A DISTANCE OF 135.10 FEET TO A POINT; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 143.00 FEET; THENCE SOUTH 109.83 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PIN#: 29-15-102-018 AND 019 COMMONLY KNOWN AS: 25 E.  $157^{\mathrm{TH}}$  STREET, SOUTH HOLLAND, ILLINOIS.