

AFTER RECORDING MAIL TO:

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2001-07-11 10:24:54
Cook County Recorder 23.50

AUSTIN BANK OF CHICAGO
5645 WEST LAKE STREET
CHICAGO, ILLINOIS 60644



Property of Cook County Clerk's Office

ASSIGNMENT OF REAL ESTATE MORTGAGE

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to **ABC BANK** all the rights, title and interest of undersigned in and to that certain Real Estate Mortgage dated **7-17-00** executed by **CLEOPHES HOLMES & BEVERLY A. HOLMES**, to Harbor Financial Group, LTD, a corporation organized under the laws of Illinois and whose principal place of business is 1070 Sibley Blvd., Calumet City, IL 60409 and recorded in Book Volume No. _____, page (s) _____, as document No. 00584607 in **COOK** County Records, State of **ILLINOIS** described hereinafter as follows:

SEE EXHIBIT 'A'

PIN # 19-13-426-021-0000

COMMONLY KNOWN AS: **6214 S. TALMAN, CHICAGO, ILLINOIS**

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Real Estate Mortgage.

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT **STEVEN P. HELM**, personally known to me to be the duly sworn authorized agent of the ASSIGNOR and personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such duly authorized agent, signed and delivered the same instrument as duly authorized agent of the ASSIGNOR as a free and voluntary act, and as a free and voluntary act and assignment of said ASSIGNOR, for the uses and purposes therein set forth.

Given under my hand and official seal this 11TH day of MAY, 2001

HARBOR FINANCIAL GROUP LTD

Notary Public Renee S. Velchek
Cook County, Illinois

BY: [Signature]

My Commission expires APRIL 7, 2004 Notary Seal

TITLE: PRESIDENT



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ILLINOIS MORTGAGE & ASSIGNMENT OF MORTGAGE

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00584607

2000-08-02 08:49:30 Cook County Recorder 23.50

THIS INDENTURE WITNESSETH, THAT

CLEOPHES HOLMES & BEVERLY A. HOMES

of 6214 TALMAN city

Of CHICAGO, State of Illinois

Mortgagor(s), MORTGAGE AND WARRANT

TO PROFESSIONAL HOME REM. of

3945 W. IRVING PARK RD.

CHICAGO, IL. 60612

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Mortgagee, to secure payment of that certain Home Improvement Retail Installment Contract Of even date herewith, in the amount of \$ 2837.00 payable to the order of and delivered to the Mortgagee, 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 IN BLOCK 15 IN COBE AND MCKINNON'S 63RD STREET AND CALIFORNIA AVENUE SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN#: 19-13-426-021-0000 COMMONLY KNOWN AS; 6214 S. TALMAN, CHICAGO, ILLINOIS

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 inferior to this Mortgage;
(b) a transfer of rights in household appliances to a person who provides the Mortgagor with the money to buy these 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 of Mortgagor's resulting from death of the Mortgagor's;
(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 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.

Initials _____

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