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

THIS INDENTURE WITNESSETH, THAT MAZALENE TANKSON

2001-08-15 14:51:52 Cook County Recorder 25.50

0010753220

of 5749 S MAPLEWOOD

, State of Illinois city of CHICAGO Mortgagor(s), MORTGAGE AND WARRANT TO AFFORDABLE REMODELING CO, INC. 5130 N. ELSTON CHICAGO, IL 60630

of

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 a nount of \$ 4,547.00 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:

LOT 24 IN BLOCK 3 IN COBE AND MCKINNON'S 59TH STREET AND WESTERN AVENUE SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13 TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOKCCOUNTY, ILLINOIS.

PIN#: 19-13-217-017

COMMONLY KNOWN AS: 5749 S. MAPLEWOOD, CHICAGO, ILLINOIS

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 Mc tga ee's option, may require immediate payment in full of the entire amount due under the Mortgage and Home Improvement Resul 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;

a transfer to Mortgagor's spouse resulting from a divorce decree, separation agreement, or property settlement (f) (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.

(Seal) (Seal) -Вопоwer Borrower (Seal) (Seal) -Borrower -Borrower STATE OF ILLINOIS County of Cook } SS I, THE UNDERSIGNED, in and for said County, in the State aforesaid, DO HEREBY CERTIFY That person ally known to me to be the same person(s) whose name(s) ا هما subscribed to the foregoing instrume it, appeared before me this day in person, and acknowledged signed, sealed and delivered the said instrument as that 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. Norary Public Prepared by: AFFORDABLE REMODELING CO, INC.

5130 N. ELSTON CHICAGO, IL 60630

## **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.

AFFORDABLE REMODELING CO, INC. (Seal) -Seller
By Lina Signer Inance Manager Title
STATE OF
On this
· Corporation.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.
After recording mail to: HARBOR FINANCIAL GROUP, LTD 1070 SIBLEY BLVD CALUMET, IL 60409
"OFFICIAL SEAL"  PUBLIC IAN TEPPER  STATE OF COMMISSION EXPIRES 05/21/03

Initials: