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2001-09-21 14:28:45

Cook County Recorder 25.50

ILLINOIS MORTGAGE & ASSIGNMENT OF MORTGAGE

THIS INDENTURE WITNESSETH, THAT MICHAEL C. JURICH LINDA RAMOS

(EXHIBIT "A")



0020988144

Page 2 of 2

of 2322 S TRUMBULL

city of CHICAGO, State of Illinois Mortgageor(s), MORTGAGE AND WARRANT TO BARCLAY BUILDERS, INC. of 5225 OLD ORCHARD RD STE 40 SKOKIE, IL 60077

Mortgagee, to secure payment of that certain Home Improvement Retail Installment Contract Of even date herewith, in the amount of \$ 6,547.00 payable to the order of and delivered to the Mortgagee, in and by which the Mortgageor 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:

3 pgs

LOT 6 IN S.W. RAMSONS SUBDIVISION OF LOTS 26,31,34 AND 39 OF THE SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 76, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

PIN16-26-210-035 COMMONLY KNOWN AS 2322 S. TRUMBULL CHICAGO, ILLINOIS 60623

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 Mortgageor 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 Mortgageor is transferring or selling the interest in the property. If Mortgagee does allow Mortgageor's successor in interest to assume the obligation, Mortgageor 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 Mortgageor with the money to by 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 Mortgageor's resulting from death of the Mortgageor's;
(f) a transfer where Mortgageor's spouse or children become owners of the property;
(g) a transfer to Mortgageor's spouse resulting from a divorce decree, separation agreement, or property settlement agreement;
(h) a transfer into an inter vivos trust in which the Mortgageor is and remains a beneficiary, so long as there is no transfer of rights of occupancy in the property.

Handwritten initials and signatures