UNOFFICIAL C 80 470080 15 801 Page 1 of

ILLINOIS MORTGAGE & ASSIGNMENT OF MORTGAGE 2001-10-18 16:28:53

Cook County Recorder

THIS INDENTURE WITNESSETH, THAT NELLIE WEBSTER CRYSTAL WEBSTER

0010973559

of 1540 N KEATING

, State of Illinois city of CHICAGO Mortgagor(s), MORTGAGE AND WARRANT TO SERVICE CONSTRUCTION, INC. 9245 FORESTVIEW AVE EVANSTON, IL

60203

Mortgagee, to secure payment of that certain Home Improvement Retail in sta'lment Contract payable to the order of and delivered to the Mortgagee, Of even date herewith, in the arrount of \$ 6,547.00 in and by which the Mortgagor pronises to pay the contract and interest at the rate and in installments as provided in said contract with a final payment of the valance due on the following described real estate, to wit:

LOT 40 IN RIOCK 3 IN JOHN F. IHOMPSONS NORTH AVENUE SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (EXCEPT RAILROAD) OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN 16-03-100-022 COMMONLY KNOWN AS 1540 KEATING, CHICAGO, ILLINOIS 60651

-04ng 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 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 Recall 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 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) 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.

UNOFFICIAL COP\$\(\partial 10978559 \)

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: 9-17-01	⊒< -	. •	. ~
Alle Webster NELLIE WEBSTER	(Seal)	Trystal Webster	Tto (Seal) -Borrower
- P	(Seal)		(Seal) -Borrower
STATE OF ILLINOIS County of Cook			
I, THE UNDERSIGNED, in and for said County Neilie Webster & Cr	y, in the State afore	said, DO HEREBY CERTIF	Y that
personally known to me to be the same person(sinstrument, appeared before me this day in person signed, sealed and delivered the said instrument forth, including the release and waiver of the official seal.	s) whose name(s) on, and acknowledg as THEIC free right of homestead	ME ged in a TILEY and voluntary act, for the	subscribed to the foregoing uses and purposes therein set F, I hereunto set my hand and
Prepared by:	1101	()	O _{ffe}
SERVICE CONSTRUCTION, INC.			CO
9245 FORESTVIEW AVE EVANSTON, II	60203	OFFICIA	L SEAL"

Initials:

STAN PROJANSKY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/15/2002

UNOFFICIAL COPY 0010973559

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.

SERVICE CONSTRUCTION, INC. (Seal) -Seller	
time (V)	7. 4.
By AWIN Just wary	Title
	l itle
STATE OF THINDIS County of COOD SSS	
On this 17th day of Son Dembe	there personally appeared before me
Salan Projansky	
, known or proven to me to be the person whose name is sub cribed to executed the same, as his/her free and voluntary act of the purposes the	to the within assignment, and acknowledged that he/she
corporation) that he/she is PROS.	and was authorized to execute the said assignment and
the seal affixed thereto, if any, is the sale of the corporation.	/)×
IN WITNESS WHEREOF, I hereunto set my hand and official seal.	
, , , , , , , , , , , , , , , , , , ,	
	T_{α}
A flow recoording mail to:	-h. Ca 110-
After recording mail to: HARBOR FINANCIAL GROUP, LTD	James 1 Colla
1070 SIBLEY BLVD	Notary Public
CALUMET, IL 60409	OFFICIAL SEAL
**	TAMMY L. CORREA
n ´	NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 8-22-2005
//_	ET COMMISSION OF THE COMMISSIO
1250	
(({d/z)	
()	
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	
Cabo	

HRBFASN3 HRBFASN3.VTX 07/25/2001 Page 3 of 3

Initials: S.C.