WHEN RECORDED MAIL TO: AUSTIN BANK OF CHICAGO .5645 W. LAKE ST. CHGO, IL 60644

JNOFFICIAL CORNOR 05 001

2001-11-09 13:07:31

Cook County Recorder

23.50

0011059643

ASSIGNMENT	OF REAL	ESTATE	MORTGAGE
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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 6-11-01 executed by Dagoberto Rivas & Teresa Bahena, to Harbor Financial Group, LTD, a corporation organized under tile 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.0010593205 in Cook County Records, State of Illinois described hereinafter as follows:

PIN # 13-36-420-023

COMMONLY KNOWN AS: 1705 N. Talman, Chicago, Illinois

TOGETHER with the note or notes therein described or refereed 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 sactority.

Given under my hand and official seal this 24th day of August, 2001

HARBOR FINANCIAL GE

Notary Public

Cook County, Illinois

My Commission expires:

TAMMY L. CORREA

NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES 8-22-2005

BY:

TITLE: PRESIDENT

5-4 Proper UNOFFICIAL CO

ILLINOIS MORTGAGE & ASSIGNMENT OF MORTGAGE

39 001 Page 1 of 2001-07-05 14:57:00

Cook County Recorder

25.50

THIS INDENTURE WITNESSETH, THAT DAGOBERTO RIVAS TERESA BAHENA

of 1705 N TALMAN

city of CHICAGO , State of Illinois Mortgagor(s), MORTGAGE AND WARRANT TO QUALITY STONE & BRICK CORP.

3310 S WESTERN AVE CHICAGO, IL 60608

of

EXHIBITA

Mortgagee, to secure payment of that certain Home Improvement Retail in stallment Contract

Of even date herewith, in the arount of \$ 7,047.00 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 Salance due on the following described real estate, to wit:

LOT 28 IN S.E. GROSS SUBDIVISION OF LOTS 1,2,3,4 AND 5 IN BLOCK 5 IN BORDEN'S SUBDIVISION OF THE WEST HALF OF THE SOUTHFAST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

30 Church

PIN#: 13-36-420-023

COMMONLY KNOWN AS: 1705 N. TALMAN, 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 hereir 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 Mort ager's option, may require immediate payment in full of the entire amount due under the Mortgage and Home Improvement Reis's Protallment 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)
- (b) a transfer of rights in household appliances to a person who provides the Mortgagor with the money to by these in 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:
- (d) leasing the property for three years or less; so long as the lease does not include an option to buy;
- a transfer of Mortgagor's resulting from death of the Mortgagor's; (e)
- (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.

DOCUASNI HRBFASNI.VTX 10/12/2000

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