

WHEN RECORDED MAIL TO:
AUSTIN BANK OF CHICAGO
5645 W. Lake St.
Chgo, IL 60644

UNOFFICIAL COPY 0020236458

2186/0041 11 001 Page 1 of 4
2002-02-28 11:34:48
Cook County Recorder 27.50



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 11-2-01 executed by Derrick L. Davis & Michelle A. Davis, 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. 0011048995 in Cook County Records, State of Illinois described hereinafter as follows:

SEE EXHIBIT 'A'

PIN # 25-01-401-091

COMMONLY KNOWN AS: 9136 S. Clyde, 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 14th day of December, 2001 HARBOR FINANCIAL GROUP LTD

Notary Public Tammy L. Correa

Cook County, Illinois

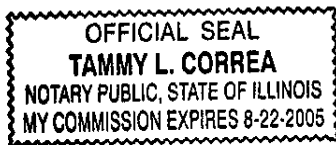
My Commission expires: 8-22-05

Prepared by: T. Helm

1070 Sibley Blvd., Calumet City, IL 60409

BY: [Signature]

TITLE: PRESIDENT



54
p/h
T. Helm

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2001-11-07 15:14:58

Cook County Recorder

25.00

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ILLINOIS MORTGAGE & ASSIGNMENT OF MORTGAGE

THIS INDENTURE WITNESSETH, THAT DERRICK L. DAVIS MICHELLE A. DAVIS

of 9136 S. CLYDE

city of CHICAGO, State of Illinois Mortgage(s), MORTGAGE AND WARRANT TO ALTO BUILDERS 3530 WEST 139TH ST. ROBBINS 60472

of

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

Of even date herewith, in the amount of \$ 4,016.00 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:

3 pgs

LOT 15 AND THE NORTH 8 FEET OF LOT 16 IN BLOCK 7 IN SE GROSS' CALUMET HEIGHTS ADDITION TO SOUTH CHICAGO, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

PIN 25-01-401-091 COMMONLY KNOWN AS 9136 SOUTH CLYDE, 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 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 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.

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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.

DATE: 11-2-01

Derrick L. Davis (Seal)
DERRICK L. DAVIS -Borrower

Michelle A. Davis (Seal)
MICHELLE A. DAVIS -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

STATE OF ILLINOIS
County of COOK } SS

I, THE UNDERSIGNED, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that
DERRICK L. DAVIS AND MICHELLE A. DAVIS

personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed, sealed and delivered the said instrument as A 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.

Shelly Berkowitz
Notary Public

Prepared by:
ALTO BUILDERS

3530 WEST 139TH ST. ROBBINS 60472



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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.

ALTO BUILDERS (Seal) -Seller

By Walter Steel Owner Title

STATE OF ILLINOIS County of Cook }SS

On this 2ND day of NOVEMBER, 2001, there personally appeared before me

WALTER STEEL

, known or proven to me to be the person whose name is subscribed to the within assignment, and acknowledged that he/she executed the same, as his/her free and voluntary act of the purposes therein contained and (in the event the assignment is by a corporation) that he/she is OWNER 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.

After recording mail to: HARBOR FINANCIAL GROUP, LTD 1070 SIBLEY BLVD CALUMET, IL 60409

Shelly Berkowitz Notary Public



OFFICIAL SEAL SHELLY BERKOWITZ NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 11/10/2002