

UNOFFICIAL COPY

0030010535

4281/0090 10 001 Page 1 of 3
2003-01-06 08:12:15
Cook County Recorder 28.50

ILLINOIS MORTGAGE &
ASSIGNMENT OF MORTGAGE

THIS INDENTURE WITNESSETH, THAT
ELISEO BUCIO
JOSE MARTINEZ
ERWIN GONZALEZ



0030010535

of 5434 S CALIFORNIA

city of CHICAGO, State of Illinois
Mortgagor(s), MORTGAGE AND WARRANT
TO TITAN BUILDERS, INC. of
3459 W. FOSTER AVE. CHICAGO, IL 60625

Mortgagee, to secure payment of that certain
Home Improvement Retail Installment Contract
Of even date herewith, in the amount of \$ 12,547.00 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:

LOT 25 AND LOT 16 (EXCEPT THE SOUTH 18 FEET 6 INCHES) IN BLOCK 16 IN PHARES SUBDIVISION
OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE
13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN#: 19-12-331-031
COMMONLY KNOWN AS: 5434 S. CALIFORNIA, CHICAGO, ILLINOIS

O'Connor Title
Services, Inc.

2358-013

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 buy 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.

E.B.
J.M.
E.G.

UNOFFICIAL COPY

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: 12/5/02

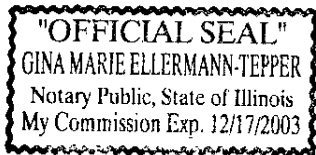
Eliseo Bucio (Seal) Jose Martinez (Seal)
ELISEO BUCIO -Borrower JOSE MARTINEZ -Borrower

Erwin Gonzalez (Seal) _____ (Seal)
ERWIN GONZALEZ -Borrower _____ -Borrower

30010535

STATE OF ILLINOIS
County of COOK } SS

I, THE UNDERSIGNED, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Eliseo Bucio, Jose Martinez, Erwin Gonzalez personally known to me to be the same person(s) whose name(s) are they subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that a 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.



Gina Marie Ellermann-Tepner
Notary Public

Prepared by:
TITAN BUILDERS, INC.

3459 W. FOSTER AVE. CHICAGO, IL 60625

EB
J.M
E.G.

UNOFFICIAL COPY

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.

TITAN BUILDERS, INC.

(Seal)
-Seller

By [Signature]

Title [Signature]

30010535

30010535

STATE OF Illinois
County of Cook

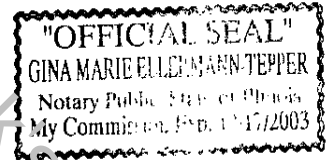
}SS

On this 5th day of December 2003 there personally appeared before me

Michael Dreier

, 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 President 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

Notary Public

[Signature]

E. B.
J. M.
E. G.