INOFFICIAL COPY

THIS INDENTURE WITNESSETH, THAT ANTHONY J. LEWANDOWSKI

0030207509

of 3644 s 58TH COURT

. State of Illinois city of CICERO Mortgagor(s), MORTGAGE AND WARRANT of TO AFFORDABLE REMODELING CO. INC. 3459 W. FOSTER AVE. CHICAGO, IL 60625

0030207509

5148/0114 90 001 Page 1 of 2003-02-11 13:29:54

Cook County Recorder

28.50

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

Of even date herewith, in the amount of \$ 9,547.00

payable to the order of and delivered to the Mortgagee, in and by which the Mortgago: promises to pay the contract and interest at the rate and in installments as provided in said

contract with a final payment of the halonce due on the following described real estate, to wit: LCT 252 IN SECOND AUSTIN POPLEVARD ADDITION TO BOULEVARD MANOR, A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE MORTH 18 ACRES THEREOF), AS PER PLAT THEREOF RECORDED JANUARY 3, 1925 AS DOCUMENT 8725912, IN COOK COUNTY, ILLINOIS.

PIN#: 16-32-410-004

COMMONLY KNOWN AS: 3644 S. 58TH COURT, CICERO, ILLINOIS

in the State of Illingus, 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 nac'n 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 Mor gagee's option, may require immediate payment in full of the entire amount due under the Mortgage and Home Improvement R tail 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 Cansfers 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)
- 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;
- teasing 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; (c)
- a transfer where Mortgagor's spouse or children become owners of the property; **(f)**
- (g) a transfer to Mortgagor's spouse resulting from a divorce decree, separation agreement, or property settlement
- 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.

Initials:

Page 1 of 3 HRBFASNI HRBFASNI.VTX 10/12/2000

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IT IS FURTHER EXPRESSLY PADVIDED AND AGREEL, Into Edefadt 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 uncarned 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: 1-23.03	
a KAN	30207509
Sel. Gell	(Seal)
ANTHONY V. LEWANDOWSKI -Borro	,
	(Seal)
-Borro	/
Ox	
STATE OF ILLINOIS	
County of COOK	} SS
I, THE UNDERSIGNED, in and for said County, in in . Sta	te aforesaid, DO HEREBY CERTIFY that
anthony J. Lewandows:	
personally known to me to be the same person(s) whose na	→
instrument, appeared before me this day in person, and acknowledges and acknowledges and acknowledges are acknowledges.	nowle iged that file
signed, sealed and delivered the said instrument as	free and voluntary act, for the uses and purposes therein set
	nestead. Pr VITNESS WHEREOF, I hereunto set my hand and
official seal.	
Official Seal	CA CA
Gregg Cerino Notary Public State of Minois	Mac
My Commission Expires 10/14/08	
	Notary Public
Prepared by:	7/5
AFFORDABLE REMODELING CO, INC.	

3459 W. FOSTER AVE. CHICAGO, IL 60625

Initials: ALC

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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.

AFFORDABLE REMODELING CO, INC.

(Seal) -Seller

}SS

STATE OF County of

On this

lanuary

2003, there personally appeared before me

Title

, 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 Manage corporation) that he/she is _ Finance_ and was authorized to execute the said assignment and the seal affixed thereto, if any, is the sale of the corporation. O

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IN WITNESS WHEREOF, I hereunto set my hand and official seal.

After recording mail to:

HARBOR FINANCIAL GROUP, LTD

SIBLEY BLVD ET, IL 60409 Notary Public

Official S Gregg Cerino

Notary Public State of Illinois ly Commission Expires 10/14/08