### UNOFFICIAL COP

#### **ILLINOIS MORTGAGE &** ASSIGNMENT OF MORTGAGE

THIS INDENTURE WITNESSETH, THAT LOTTIE MOORE

Eugene "Gene" Moore Fee: \$28.50 Cook County Recorder of Deeds Date: 06/17/2003 02:42 PM Pg: 1 of 3

of 6325 S. JUSTINE

, State of Illinois city of CHICAGO Mortgagor(s), MORTGAGE AND WARRANT TO U.S. DESIGN & REMODELING, L.L.C. 2521 N. PULASKI ROAD CHICAGO, IL 60639

of

Mortgagee, to secure payment of that certain Home Improvement Refull Installment Contract Of even date herewith, in the mount of \$ 5,897.00 payable to the order of and delivered to the Mortgagee, in and by which the Mortgag or roomises 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:

LCT 15 IN BLOCK 3 IN DANIEL GOODWIN'S SUBDIVISION OF THE MORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THERD PRINCIPAL MERIDIAN, INCCOOK OCUNCY, ILLINOIS.

PIN#: 20-20-101-013

COMMONLY KNOWN AS: 6325 S. JUSTINE, 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 Illino's, and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements 1 erein contained.

-047g

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 agee's option, may require immediate payment in full of the entire amount due under the Mortgage and Home Improvement Ko ail Installment Contract. Mortgagee, at Mortgagee's option, may waive the right to declare the balance immediately due and new 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:
- 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.

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Recorded by Chicago Abstract, Inc.

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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: 5-2 3-03	
Attle & soil (Seal)	
LOTTIE MOORE -Borrower	(Seal)
O/X	-Borrower
(Seal)	
-Borrower	(Seal) -Borrower
STATE OF ILLINOIS	
County of Couk	SS
I, THE UNDERSIGNED in and for said County in the	
I, THE UNDERSIGNED, in and for said County, in the State afortion of the Moore	presaid, DO HEREBY CERTIFY that
personally known to me to be the same person(s) whose name(s) instrument, appeared before me this day in person, and acknowle	edged that
	Stary Public
Prepared by:	
U.S. DESIGN & REMODELING, L.L.C.	\$"OFFICIAL SFAI"
2521 N. PULASKI ROAD CHICAGO, IL 60639	CHESTER PIETRUSIEWICZ NOTARY PUBLIC, STATE OF ILLINOIS My Commission Explires 6/11/03

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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.

U.S. DESIGN & REMODELING, (Seal) -Seller	
By O	PARTIER
STATE OF COOK SSS	
On this 2004 day of My 2003	, there personally appeared before me
, known or proven to me to be the person whose name is subscript executed the same, as his/her free and voluntary act of the purpost corporation) that he/she is	bed to the within assignment, and acknowledged that he/she therein contained and (in the event the assignment is by a and was authorized to execute the said assignment and
IN WITNESS WHEREOF, I hereunto set my hand and official sea	C/O/H
After recording mail to:	_ ' \( \mathcal{O} \)
HARBOR FINANCIAL GROUP, LTD 1070 SIBLEY BLVD CALUMET, IL 60409	Alt Policing Notary Public
	"OFFICIAL SEAL" CHESTER PIETRUSIEWICZ NOTARY PUBLIC, STATE OF ILLINOIS My Commission Espless 6/11/03

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