# UNOFFICIAL COPWIN

### ILLINOIS MORTGAGE & ASSIGNMENT OF MORTGAGE

THIS INDENTURE WITNESSETH, THAT JESUS ZARAGOZA GUADALUPE ZARAGOZA

Eugene "Gene" Moore Fee: \$28.00 Cook County Recorder of Deeds Date: 08/19/2003 03:41 PM Pg: 1 of 3

of 1441 W 17TH ST

, State of Illinois city of CHICAGO Mortgagor(s), MORTGAGE AND WARRANT TO SERVICE CONSTRUCTION, INC. of 9245 FORESTVIEW AVE EVANSTON, IL 60203

Mortgagee, to secure payment of that certain Home Improvement Re'ail Installment Contract payable to the order of and delivered to the Mortgagee, Of even date herewith, in the amount of \$ 8,047.00 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 5 IN LEE'S SUBDIVISION OF THE SOUTHWEST 1/4 OF BLOCK 3 IN JOHNSTON AND LEE'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN#: 17-20-303-008

COMMONLY KNOWN AS: 1441 W. 17TH ST., CHICAGO, ILLINOIS

in the State of Physis, 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 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 Mor gagee's option, may require immediate payment in full of the entire amount due under the Mortgage and Home Improvement R hail 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:

- 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;
- leasing 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; (e)
- a transfer where Mortgagor's spouse or children become owners of the property; (f)
- a transfer to Mortgagor's spouse resulting from a divorce decree, separation agreement, or property settlement (g) 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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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: 7/22/03	
JESUS ZARAGOZA (Seal)  -Borrower	Guadalupe Zaragoza Jorogozo. (Seal) GUADALUPE ZARAGOZA Jorower
(Seal) -Borrower	(Seal) -Borrower
STATE OF ILLINOIS County of COOL	} SS
I, THE UNDERSIGNED, in and for said County, in the State a.	foresaid, DO HEREBY CERTIFY that
Queus Zaragna + Bluada	lupe Zaragena
forth, including the release and waiver of the right of homes	subscribed to the foregoing leaged hat the foregoing free and voluntary act, for the uses and purposes therein set tead. It witness whereof, I hereunto set my hand and
official seal.	this Puful
	Notary Public
Prepared by: SERVICE CONSTRUCTION, INC.	
9245 FORESTVIEW AVE EVANSTON, IL 60203	OFFICIAL SEAL STAN PROJANSKY NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 05-16-07

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## **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.

SERVICE CON. TRUCTION, INC. (Seal)	
By MW Puhull -Seller	PAEL. Title
STATE OF Ellings County of Crock  SSS	
On this 22nd day of July C	there personally appeared before me
, known or proven to me to be the person whose name is subscribed executed the same, as his/her free and voluntary act of the perposes corporation) that he/she is	to the within assignment, and acknowledged that he/she
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 Notary Public National Public Na
	OFFICIAL SEAL RICK J LEVINSON NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 11/18/03

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