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#### ILLINOIS MORTGAGE & ASSIGNMENT OF MORTGAGE

THIS INDENTURE WITNESSETH, THAT ESSIE L. WATKINS

Doc#: 0333520247 Eugene "Gene" Moore Fee: \$50.00 Cook County Recorder of Deeds Date: 12/01/2003 01:45 PM Pg: 1 of 3

of 8934 S MORGAN

city of CHICAGO , State of Illinois

Mortgagor(s), MORTGAGE AND WARRANT

TO U.S. DESIGN & REMODELING, L.L.C. of
2521 N. PULASKI ROAD CHICAGO, IL 60639

Mortgagee, to secure payment of that certain

Home Improvement Retail Installment Contract

Of even date herewith, in the amount of \$ 3,139.41

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 chiance due on the following described real estate, to wit:

LOT 2 IN THE SUBDIVISION OF LOTS 13 TO 19 INCLUSIVE IN BLOCK 9 IN COLE'S SUBDIVISION OF THE NORTH 90.37 ARCES OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 5,

TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE CHICAGO ROCK ISLAND AND PACIFIC PAILROAD IN COOK COUNTY, ILLINOIS.

PIN#: 25-05-220-021

COMMONLY KNOW AS: 8934 S MORGAN CHICAG), 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 rights to retain possession of said premises after any default in payment or breach of any of the covenants or agreements her in contained.

OUNT

AND IT IS EXPRESSLY PROVIDED AND AGREED, That if all or any part of the property c. an interest in the property is sold or transferred by Mortgagor without Mortgagee's prior written consent, Mortgagee, at Mortgagee, at Mortgagee, at Mortgagee, at Mortgagee, at Mortgagee's option, may waive the right to declare the balance immediately due and may a cept 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: 11/8/07	
	Seal)(Seal)
ESSIE L. WATKINS -Born	rower -Borrower
· · · · · · · · · · · · · · · · · · ·	Seal) (Seal)
-Born	гоwет -Воггоwет
STATE OF ILLINOIS	
County of COOK	} SS
I, THE UNDERSIGNED, in and for said County, in the Sta	tate aicresaid, DO HEREBY CERTIFY that
THE UNDERSIGNER	
personally known to me to be the same manager and and	
personally known to me to be the same person(s) whose national instrument, appeared before me this day in person, and ack	subscribed to the foregoing
signed, sealed and delivered the said instrument as	free and voluntary act, for the uses and purposes therein set
forth, including the release and waiver of the right of ho	omestead. IN WITNESS WHEREOF, I hereunto set my hand and
official seal.	
-	
OFFICIALSEAL	
ANDREA LISS NOTARY PUBLIC STATE OF ILLINOIS	Adiea for
MY COMMISSION EXP. JUNE 8,2004	Notary Public
Prepared by:	
U.S. DESIGN & REMODELING. I. I. C.	Co

2521 N. PULASKI ROAD CHICAGO, IL 60639

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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.

U.S. DESIGN & REMODELING, L.L.C. (Seal) -Seller	
Ву	PARTUER
STATE OF ILLIUOIS County of COOL  SSS	
On this Sty day of No. 2003	, there personally appeared before me
, known or proven to me to be the person whose name is subscribe executed the same, as his/her free and voluntary act of the purposes corporation) that he/she is	d to the within assignment, and acknowledged that he/she therein contained and (in the event the assignment is by a end was authorized to execute the said assignment and
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
	OFFICIAL SEAL ANDREA LISS NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. JUNE 8,2004

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