

THIS INDENTURE WITNESSETH, THAT Steve N. Scott (Mortgagor) (single man) of 8212 South Shore Drive City of Chicago State of Illinois, Mortgagor(s)

MORTGAGE and WARRANT to Cor-Tec General Contractors of 6335 N. Nordica, Chicago, IL, 60631 Mortgagee.

to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith, in the amount of \$ 3943.50 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 FORTY THREE (43) IN BLOCK SEVEN (7) IN MEEKER'S ADDITION TO HYDE PARK A SUBDIVISION OF THE SOUTH EAST QUARTER OF THE NORTH EAST QUARTER OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 25 FEET HEREOF) IN COOK COUNTY, ILLINOIS.

PIN#: 21-31-232-028

DEPT-01 RECORDING 923.50  
T06466 TRAN 1887 12/08/94 10140100  
66780 PLC #04-028362  
COOK COUNTY RECORDER

COMMONLY KNOWN AS: 8212 SOUTH SHORE DRIVE, CHICAGO, IL, 60617

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 Mortgage 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 prior to this Mortgage;
- (b) a transfer of rights in household appliances to a person who provides the Mortgagor with the money to buy these appliances 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 to Mortgagor's relative resulting from death of the Mortgagor;
- (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.

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 or 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.

DATED, This 4th day of November, A.D. 19 94

Steve N. Scott (SEAL)  
Steve N. Scott  
Mortgagor (SEAL)

STATE OF ILLINOIS  
County of COOK

I, JOSEPH R. CYZE JR and for said County, in the State aforesaid, DO HEREBY CERTIFY, That STEVE N. SCOTT

personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (they) (he) (she) signed, sealed and delivered the said instrument as (their) (his) (her) 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.

My Commission Expires NOVEMBER 3, 1997  
OFFICIAL SEAL  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 3-8-97

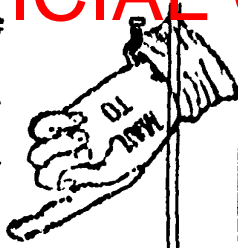
Joseph R. Cyze Jr.  
THIS INSTRUMENT WAS PREPARED BY 2350

T. Daugherty  
Name  
6335 N. Nordica, Chgo., IL, 60631  
Address

UNOFFICIAL COPY

REAL ESTATE MORTGAGE

10



After recording and in

HARBOR FINANCIAL GROUP  
1070 Sibley Blvd.  
Cahoon City, IL 60403

space between the Recorder's seal only

ASSIGNMENT

The undersigned, for value received, does hereby grant, bargain, sell, assign, transfer and set over to HARBOR FINANCIAL GROUP all right, title and interest in and to the Mortgage appearing on the reverse side hereof 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.

CORPORATE GENERAL CONTRACTOR  
(Name of name)

By [Signature]

Title President

ACKNOWLEDGMENT

STATE OF ILL  
County of COOK } ss.

On this 11 day of NOVEMBER, 1994, there personally appeared before me

JOSEPH CYZE JR., known or proved 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 seal of the corporation

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

[Signature]  
Notary Public

My Commission Expires \_\_\_\_\_



04026362