

1153

THIS INDENTURE WITNESSETH THAT

MARY ELLEN JOHNSON A/K/A MARY E. JOHNSON & WILLIAM L. JOHNSON

(Husband and wife, single man, single woman)

of 2228 S. KILDARE

City of CHICAGO

(State of Illinois, Mortgagee)

MORTGAGE and WARRANT to

PROPERTY CONSTRUCTION CO., INC.

of

3006 W. DIVERSEY, CHICAGO, IL.

04042705

Mortgagor

To secure payment of that certain Home Improvement Retail Installment Contract of even date herewith in the amount of \$6,098.40 payable to the order of and deliverable to the Mortgagee 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

LOTS 118 AND 119 IN THE SUBDIVISION OF LOT 4 IN COUNTY CLERK'S SUBDIVISION OF THAT PART OF THE NORTH EAST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CHICAGO BURLINGTON AND QUINCY RAILROAD, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING \$23.50
T#0011 TRAN 4925 12/14/94 12:17:00
#2195 & RV *-04-042705
COOK COUNTY RECORDER

PERMANENT REAL ESTATE INDEX NUMBER 16-27-202-039

ADDRESS OF REAL ESTATE 2228 S. KILDARE CHICAGO, ILLINOIS 60623

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 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 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 incurred 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.

DATED this 1 day of NOVEMBER A.D. 19 94

Mary Ellen Johnson
William L. Johnson

04022705

STATE OF ILLINOIS

County of COOK

SHELLY BERKOWITZ

in and for said County in the State aforesaid DO HEREBY CERTIFY THAT

MARY ELLEN JOHNSON A/K/A MARY E. JOHNSON & WILLIAM L. JOHNSON

personally known to me to be the same persons whose names last here subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they themselves signed sealed and delivered the said instrument as their own 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 the said

Shelly Berkowitz
Notary Public

My Commission Expires

OFFICIAL SEAL
SHELLY BERKOWITZ
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 11/10/98

THIS INSTRUMENT WAS PREPARED BY

LUISA VEGA

Name

3006 W. DIVERSEY

Address

DOCUMENT NUMBER

2350

UNOFFICIAL COPY

REAL ESTATE MORTGAGE

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City recording map to

2nd CITY CONSTRUCTION CO., INC.
3006 WEST DIVERSEY AVENUE
CHICAGO, ILLINOIS 60647
354-6300

State Order for Recorder's Use Only

ASSIGNMENT

The undersigned, for value received, does hereby grant, bargain, sell, assign, transfer and set over to _____ 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

By _____ Title _____

ACKNOWLEDGMENT

STATE OF _____
County of _____ } ss

On this _____ day of _____, 19____ there personally appeared before me _____

_____ 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 corporation; that he/she is _____ 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

Notary Public

My Commission Expires _____

04012705

Property of Cook County Clerk's Office