### **UNOFFICIAL COPY**

### ILLINOIS MORTGAGE & ASSIGNMENT OF MORTGAGE

THIS INDENTURE WITNESSETH, THAT GLENDA S. JOHNSON

of 1054 W. 108TH ST.

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



Doc#: 0515945166

Eugene "Gene" Moore Fee: \$28.00 Cook County Recorder of Deeds Date: 06/08/2005 03:22 PM Pg: 1 of 3

Mortgagee, to secure payment of that certain Home Improvement Revail Justallment Contract Of even date herewith, in the amount of \$ 9,514.00

payable to the order of and delivered to the Mortgagee, in and by which the Mortgagor romises to pay the contract and interest at the rate and in installments as provided in said contract with a final payment of the b lance due on the following described real estate, to wit:

THE EAST 15 FEET OF LOT 26 (N) LOT 27 (EXCEPT THE EAST 10 FEET THEREOF) IN BLOCK 4 IN MANCHESTER LAND AND INVESTMENT COMPANY'S SUBDIVISION OF BLOCKS 1, 4 AND 6 IN G.G. STREET SUBDIVISION OF THE WEST FALE OF THE SOUTHEAST QUARTER OF SECTION 17 AND THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIR) PINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #25-17-403-085

COMMONLY KNOWN AS: 1054 WEST 108TH STREET, CHICAGO, ILLINOIS 60643

situated in the county of, COOK in the State of Illmois 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 here are contained.

AND IT IS EXPRESSLY PROVIDED AND AGREED, That if all or any part of the property or car interest in the property is sold or transferred by Mortgagor without Mortgagee's prior written consent, Mortgagee, at Mortgagee, at Mortgagee's option, may require immediate payment in full of the entire amount due under the Mortgage and Home Improvement Re'ail 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 by these in 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)
- leasing the property for three years or less; so long as the lease does not include an option to buy; (d) (e)

a transfer of Mortgagor's resulting from death of the Mortgagor's;

- 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)
- 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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Page 1 of 3

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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.

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DATE: 5/11/05	
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GLENDA S JOHNSON /	**/ (O )
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(Sea	il)
-Borrow	/er(Seal -Borrowe
	-borrowe
STATE OF ILLINOIS	
County of COOK	
Sommy of COOK	} SS
I THE UNDERSIGNED in a 10	
I, THE UNDERSIGNED, in and for said County, in the state	aforesaid, DO HEREBY CERTIFY that
Glenda S. Johnson	- January I want
personally known to me to be the same person(s) whose nam instrument, appeared before me this day in person, and ackno signed, sealed and delivered the said instrument as the said ins	100
	the Pull
·	Notary Public
Prepared by:	
U.S. DESIGN & REMODELING, L.L.C.	^^^^
	"OFFICIAL OF ALL
2521 N. PULASKI ROAD CHICAGO, IL 60639	CHESTER PIETRUSIEWICZ
	NOTARY PUBLIC, STATE OF ILLINOIS S
	My Commission Expires 7/1/07
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Page 2 of 3

Initials: \_\_\_\_

0515945166 Page: 3 of 3

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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, L.L.C. (Seal)	
-Seller	
Ву	PARTHER
TIL	Title
STATE OF COOK SSS	
On this day of	there personally appeared before me
known or proven to me to be the parcon when	1
, known or proven to me to be the person whose name is succribed executed the same, as his/her free and voluntary act of the purposer corporation) that he/she is the seal affixed thereto, if any, is the sale of the corporation.	d 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 seal.	Clark
After recording mail to: HARBOR FINANCIAL GROUP, LTD 1070 SIBLEY BLVD CALUMET, IL 60409	Notary Public
	"OFFICIAL SEAL"  CHESTER PIETRUSIEWICZ  NOTARY PUBLIC. STATE OF ILLINOIS  My Commission Expires 7/1/07

HRBFASN3 HRBFASN3.VTX 07/25/2001

Page 3 of 3

Initials: