

# UNOFFICIAL COPY



08080231

3605/0145 52 001 Page 1 of 3  
1998-12-01 15:10:02  
Cook County Recorder 25.50

## REAL ESTATE MORTGAGE

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT Barbara Springfield AND James Springfield, Jr.  
 of 5069 W. JACKSON City of CHICAGO State of Illinois, Mortgagor(s)  
(Address of Buyer)  
 MORTGAGE and WARRANT to Felco Factory To You  
 of 7540 W. Irving Park Road, Norridge IL 60634, Mortgagee,  
(Seller's Address)  
 to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith, in the amount of  
 \$ 7640.00 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 due on October 1, 2004, the following described real estate, to wit:

LOT 7 IN POULTON'S SUBDIVISION OF LOT 56 (EXCEPT THE NORTH 33 FEET THEREOF)  
 IN SCHOOLS TRUSTEES SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP  
 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
 ILLINOIS.

p.i.n. 16-16-213-011  
 a/k/a 5069 WEST JACKSON, CHICAGO, IL: 60644

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, and in  
 accordance with federal law, 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.

5-4  
 P-3  
 M-N  
 M-N  
 JHK

# UNOFFICIAL COPY

Page 2 of 2  
Continued from page 1

IT IS FURTHER EXPRESSLY PROVIDED AND AGREED, That Mortgagor(s) shall pay all taxes, assessments, insurance premiums, and prior liens that such mortgaged property may be subject to. In case Mortgagor(s) shall fail to pay such expenses, Mortgagee, at its option, may pay them and all sums of money so expended shall be repayable by Mortgagor(s) and such expenditures(s) shall be secured by this Mortgage. 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, assessments or prior mortgages 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, 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 money 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 4 day of September A.D., 1998

(S) Barbara Springfield (SEAL)  
Mortgagee BARBARA SPRINGFIELD

(X) Rev James Springfield (SEAL)  
Mortgagor REV JAMES SPRINGFIELD

(type or print name beneath signatures)

Person signing immediately below signs to subject his or her interests in the above described property, including any right to possession after foreclosure, to the terms of this mortgage and to waive his or her homestead exemption in the above described real estate. Person signing immediately below is not personally liable.

\_\_\_\_\_  
Mortgagor (SEAL)

(type or print names beneath signatures)

STATE OF ILLINOIS

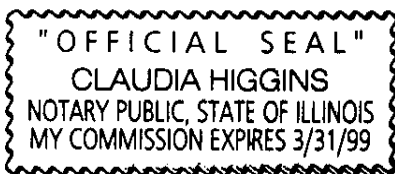
County of Cook } ss.

I, Claudia Higgins in and for said County, in the State  
aforesaid, DO HEREBY CERTIFY; That Barbara Springfield and James Springfield, Jr.

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 acknowledge 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 this 4 day of September 1998.

Claudia Higgins  
Notary Public

My Commission Expires 3/31/99



THIS INSTRUMENT WAS PREPARED BY

EQUITY ONE, INC.  
Name 1111 PLAZA DR STE 715  
Address SCHAUMBURG, IL. 60173

# UNOFFICIAL COPY

REAL ESTATE MORTGAGE

TO

Date:

After recording mail to:

EQUITY ONE INC.  
ONE NATIONAL PLAZA  
1111 PLAZA DRIVE - SUITE 715  
SCHAUMBURG, IL 60173  
(847) 995-9150

Space below for Recorder's use only



### ASSIGNMENT

The undersigned, for value received, does hereby grant, bargain, sell, assign, transfer and set over to Equity One 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 Douglas Stein

Keldeo Factory To You  
(Seller's name)

Title Vice President

### ACKNOWLEDGEMENT

STATE OF Illinois  
County of Cook

ss.

On this 29 day of September, 1998, there personally appeared before me Douglas Stein 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 Vice 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

My Commission Expires 3/31/99

Notary Public

