

UNOFFICIAL COPY 08127409

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1998-12-11 09:53:38  
Cook County Recorder 25.50



08127409

REAL ESTATE MORTGAGE

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT James W. Ellis, Joan E. Ellis, El Lance D. Ellis  
of 5320 South Kimbark City of Chicago State of Illinois, Mortgagor(s)  
(Address of Buyer)  
MORTGAGE and WARRANT to American Home Remodelers  
of 400 W 76th St (Seller)  
(Seller's Address), Mortgagee,  
to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith, in the amount of  
\$ 5,000.00 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 July 20, 2001, the following described real estate, to wit:

UNIT 3-B AS DELINEATED ON THE SURVEY AS FOLLOWING DESCRIBED  
PARCEL OF REAL ESTATE LOTS 36 AND 37 IN FRANCES SCHELL'S RE-  
SUBDIVISION OF BLOCK 26 IN KIMBARK'S ADDITION TO HYDE PARK-A  
SUBDIVISION OF WEST HALF AND THE SOUTHEAST QUARTER SECTION 11,  
TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN  
IN COOK COUNTY, ILLINOIS.

P.I.N. 20-11-413-017-1006  
A/K/A 5320 SOUTH KIMBARK, CHICAGO, IL. 60615

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.

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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 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 14 day of July A.D., 19 98

X James W. Ellis (SEAL)  
Mortgagor JAMES W. ELLIS  
X Joan E. Ellis (SEAL)  
Mortgagor JOAN E. ELLIS

(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)

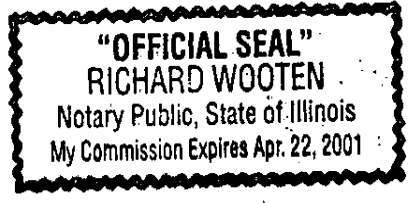
STATE OF ILLINOIS  
County of Cook } ss.

I, Richard A. Wooten in and for said County, in the State  
aforesaid, DO HEREBY CERTIFY; That Michael Perkins

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 23 day of Nov. 19 98

Richard A. Wooten  
Notary Public

My Commission Expires 22/APR/01



THIS INSTRUMENT WAS PREPARED BY  
Equity One, Inc.  
Name  
1111 Plaza Dr Ste 850  
Address  
Schaumburg, IL 60173

REAL ESTATE MORTGAGE

TO

Date

After recording mail to:

EQUITY ONE INC.  
ONE NATIONAL PLAZA  
111 PLAZA DRIVE - SUITE 715  
SCHEMUNGBURG, IL 60173  
(847) 935-6100

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.

American Home Remodelers  
(Seller's name)

By Michael Perkins

Title President

ACKNOWLEDGMENT

STATE OF Illinois  
County of COOK } ss.

On this 14 day of July, 1998, there personally appeared before me Michael Perkins 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 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 1-20-2001

James D. Menser  
Notary Public

