

UNOFFICIAL COPY

THIS INDENTURE WITNESSETH, THAT Mable A. Claiborne AKA Mable A. Johnson married to Willie D. Johnson (Husband and wife) (single man) (single woman) of 9740 S. Calumet St. City of Chicago State of Illinois. Mortgagor(s)

MORTGAGE and WARRANT to 1st Metropolitan Builders, Inc (Seller) of 4258 N Cicero Chicago, Ill 60641 (Seller's Address) Mortgagee.

to secure payment of that certain Home Improvement Retail Installment Contract executed by the MORTGAGOR(S) bearing even date herewith, payable to the MORTGAGEE above named in the amount of \$ 8787.60 payable in 120 monthly installments the first installment being \$ 145.73 and the remaining installments being \$ 145.73 each with the final payment being the unpaid balance, the following described real estate, to wit:

Lot fourteen (14) in Block Twelve (12), in Second Roseland Heights Subdivision of East Two Thirds (2/3rds) of the North West Quarter (1/4) of Section 10, Township 37 North, Range 14, East of the Third Principal Meridian, In Cook County, Illinois

Index # 25-10-117-034 - gus Commonly Known as: 9740 S. Calumet St.

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... (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, 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 10th day of June A D 19 86

X Willie D Johnson (SEAL) X Mable A. Johnson (SEAL) X AKA Mable A. Claiborne Mable A. Claiborne

STATE OF ILLINOIS } ss Cook } of Cook

I, Andrea R. Klusendorf in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That Mable A. Claiborne AKA Mable A. Johnson married to Willie D. Johnson 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 Nov. 2, 1987

Andrea R. Klusendorf Notary Public

THIS INSTRUMENT WAS PREPARED BY

Beverly Vaickus

Name

999 Oakmont Plaza Drive

Address

86449349

86449349

UNOFFICIAL COPY

DM-023377

Place below for Recorder's use only

After recording mail to:
FinanceAmerica Corp.
999 Oakmont Plaza Drive Suite 150
Westmont, Ill 60559



JULY 24 1986

10

FinanceAmerica Corporation

REAL ESTATE MORTGAGE

ASSIGNMENT

The undersigned, for value received, does hereby grant, bargain, sell, assign, transfer and set over to Finance America Corporation 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.

1st METROPOLITAN BUILDERS
(Seller's name)

By Leida Trevino Title Comptroller

ACKNOWLEDGMENT

STATE OF Illinois
County of Cook } ss.

On this 24th day of July, 1986, there personally appeared before me

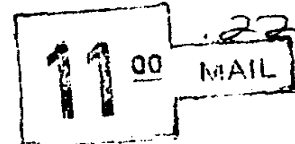
Leida Trevino Comptroller known or proven to me to be the person whose name is subscribed to the within assignment, and acknowledged that he/she executed the same, as his/her free and voluntary act of the purposes therein contained and (in the event the assignment is by a corporation) that he/she is Comptroller 1st Metropolitan 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

2 OCT 86 1 34

My Commission Expires 5-22-89



86-49349

86449349

86449349

11 00 MAIL

My Commission Expires Nov 2 1987