

86265855

THIS INSTRUMENT WITNESSETH THAT Curtis & Verta Austin, Husband & wife

Husband and wife, single man, single woman

of 2952 W. Fillmore City of Chicago

State of Illinois Mortgagee(s)

MORTGAGE and WARRANT to 1st Metropolitan Builders

of 4258 N Cicero Chicago IL

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 \$ 4230.24 payable in 24 monthly installments the first installment being \$ 176.26 and the remaining installments being \$ 176.26 each with the final payment being the unpaid balance.

the following described real estate to wit

Lot 22 in Subdivision of the S. 140 feet of Blocks 21 & 22 in G.W. Clarke's Subdivision of the E. 1/2 of the SW 1/4 of Section 13, Township 39 N., Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Index 16-13-322-003

Commonly Known as: 2952 W. Fillmore, Chicago

DEPT-01 RECORDING \$11.25
#1444 TRAN 6472 06/27/86 19:42:00
#8775 # D *-36-265855
COOK COUNTY RECORDER

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, secured by the said contract in this mortgage mentioned, shall thereupon at the option of the said mortgagee, his or its attorney, or assigns, and as provided by law, become due and payable, and the mortgagee may be foreclosed to pay the same and it shall be lawful for the said mortgagee, his or its attorney, 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 charges, then there shall be paid the unpaid balance of said contract, whether paid or payable, by the terms thereof.

DATED this 6th day of June A.D. 1986

Curtis Austin (SEAL)
Verta Austin (SEAL)

STATE OF ILLINOIS
County of Cook

I, Andrea R. Klusendorf, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

Curtis & Verta Austin, Husband & wife personally known to me to be the same persons, whose names (his, hers) 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 (he, she) (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

Andrea R. Klusendorf (Signature)
Notary Public

My Commission Expires 11-2-87

THIS INSTRUMENT WAS PREPARED BY 11 00 MAIL

Beverly Vaicux
9024 S. Cicero Ave Oak Lawn

UNOFFICIAL COPY

REAL ESTATE MORTGAGE

FinanceAmerica Corp

Curtis & Verta Austin

10

Date

June 24, 1986

After recording mail to

FINANCEAMERICA CORPORATION
9024 S Cicero
Oak Lawn, Ill. 60454

Space below for Recorder's use only

OHM-032377

Property of Cook County Clerk's Office

ASSIGNMENT

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

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.

First Metropolitan Builders, Inc.

(See name)

By Leida Trevino

Title Comptroller

ACKNOWLEDGMENT

STATE OF Illinois
County of Cook } ss.

On this 20th day of June 19 86 there personally appeared before me

Leida Trevino

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 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.

(Signature of Notary Public)

Notary Public

My Commission Expires 8-15-86

86265855
5859298