

THIS INDENTURE WITNESSETH, THAT Floyd D + Judith Smith Jr / Judith Benesch (Husband and wife) (single man) (single woman)

of 215 Edward City of Mt Prospect State of Illinois, Mortgagor(s)

MORTGAGE and WARRANT to Kayak Mfg. Corp. 17 W. Ogden Ave, Westmont, Ill. 60559, Mortgagee.

to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith, in the amount of \$ \*\* 9400.00 \*\* 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 of the balance due on the following described real estate, to wit:

Lot 17 in Block, All in Busse's Eastern Addition to Mt. Prospect in the East 1/2 of Section 12, Township 41 North, Range 11, East of the Third Principal Meridian.

Property # 08-12-210-006 AHO SA 87465640

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 the 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 2nd day of June A.D. 19 87

Judith Benesch-Smith (SEAL) Mortgagee  
Floyd D. Smith Jr (SEAL) Mortgagee  
(Type or print names beneath signatures)

STATE OF ILLINOIS }  
County of Cook } ss.

I, Floyd D. Smith & Judith Benesch-Smith in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That

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. Notary Public  
My Commission Expires Aug 20 1996

THIS INSTRUMENT WAS PREPARED BY  
Angela Patricia Bode  
Name  
17 W. Ogden Westmont Il.  
Address

UNOFFICIAL COPY

-87-465640

REAL ESTATE MORTGAGE

Floyd & Judy Smith Jr.

215 S. Edward Mt. Prospect, IL

Chrysler 1st Financial Services

999 Oakmont Plaza Dr. Suite 150

Westmont, IL 60559

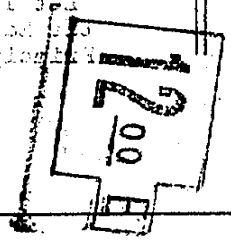
Date August 13, 1987

After recording mail to:

Chrysler First

Box 265 Westmont, IL 60559

Space below for Recorder's use only



ASSIGNMENT

The undersigned, for value received, does hereby grant, bargain, sell, assign, transfer and set over to Chrysler First Financial Services 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.

Kayak Mfg. Corp. (Seller's name)

By [Signature] Title [Signature]

ACKNOWLEDGMENT

STATE OF Illinois AUG-24-87 87465640 A - REC 12.00

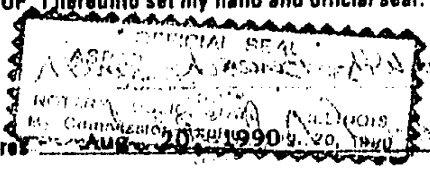
County of DuPage ss.

On this 7th day of August 87

there personally appeared before me Donald P. Landise 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 Operations Manager 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] Notary Public

My Commission Expires

87465640

