

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT MARY E BROWN (Husband and wife) (single man) (single woman)

of 5627 S. DAMEN City of CHICAGO State of Illinois, Mortgagor(s)

MORTGAGE and WARRANT to GALAXIE LUMBER & CONSTRUCTION CO of 1113 W. ARMITAGE CHICAGO ILLINOIS 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 \$ 3813.60 payable in 60 monthly installments the first installment being \$ 63.56 and the remaining installments being \$ 63.56 each with the final payment being the unpaid balance;

the following described real estate, to wit: Lot 31 in Block 5 in the Re-subdivision of Blocks 3, 4, 5, 6, 11 and 12 in the Subdivision of Blocks 1, 2, 3, 4, 5, 6, 7 and 8 of John B. Lyon's Subdivision of the West 1/2 of the North East 1/4 of Section 18, Township 38 North, Range 14 East of the Third Principal Meridian (except the North 134 foot of Blocks 1 and 2 and the North 60 foot of the South 350 foot of Blocks 7 and 8 thereof) in Cook County, Illinois. Also known as: 5627 S. Damen, Chicago, Illinois Permanent Tax No.: 20-18-208-010 A.C.O.

WARRANT

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 rights 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.

- (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 unpaid 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 the 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 27th day of OCTOBER, A.D. 1987

Mary E. Brown (Mortgagor) and another (Mortgagor) (SEAL)

STATE OF ILLINOIS }
County of COOK }

I, KEN SUPERMAN in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That MARY E. BROWN

personally known to me to be the party or parties 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 13-29-90

Ken Superman (Notary Public)

THIS INSTRUMENT WAS PREPARED BY Michael E. Howe Name 1113 W. Armitage Address

UNOFFICIAL COPY

BOARD OF STATE JURY

8888888888

DMA-032377

Specimen below for recorder's use only

WORLD WIDE ACCEPTANCE CORP.

P.O. BOX 146744
CHICAGO, ILLINOIS 60614-6744
PHONE: 871-1990

After recording send to:

Date:

WORLD WIDE ACCEPTANCE CORP.
P.O. BOX 146744
CHICAGO, ILLINOIS 60614-6744
PHONE: 871-1990

WORLD WIDE ACCEPTANCE CORP.

Galaxie Lumber & Construction Co.
1113 WEST ARMITAGE
CHICAGO, ILLINOIS 60614
(312) 883-8800

REAL ESTATE MORTGAGE

ASSIGNMENT

The undersigned, for value received, does hereby grant, bargain, sell, assign, transfer and set over to Worldwide Acceptance 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.

Galaxie Lumber & Construction Co., Ltd.

By [Signature] Title President
DEPT-01 RECORDING \$12.25

ACKNOWLEDGMENT

TH1151 TRAM 7416 12/03/87 14:53:00
47210 HA * -87-442064
COOK COUNTY RECORDER

STATE OF Illinois
County of Cook
On this 2nd day of December, 1987, there personally appeared before me

Steven D. Pincus, 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/hier free and voluntary act of the purposes therein contained and

(In the event the assignment is by a corporation) that he/she is President, Galaxie Lumber & Construction 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 3-29-90

87642064

87642064

