

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT MIKIE E. SAMUEL (single woman) (Husband and wife) (single man) (single woman) 8050 S. ARTESIAN City of CHICAGO State of Illinois, Mortgagor(s)

MORTGAGE and WARRANT to DUN-RITE HOME IMPROVEMENTS COMPANY of 4143 W. LAWRENCE, CHICAGO, IL 60630 (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 \$ 10,656.72 payable in 72 monthly installments the first installment being \$148.01 and the remaining installments being \$148.01 each with the final payment being the unpaid balance.

the following described real estate, to wit: LOT 17 IN BLOCK 3 IN FIRST ADDITION TO HINKAMP AND COMPANY'S WESTERN AVENUE SUBDIVISION BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 33 FEET FOR RAILROAD AND EXCEPT PART FOR WESTERN AVENUE AND 79TH STREET) IN COOK COUNTY, ILLINOIS. PIN: 19-36-214-036 BCOB

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 at any time, 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 personal 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 thereat

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 APRIL A.D. 19 87.

Mikie E. Samuel (SEAL) MIKIE E. SAMUEL Mortgagee AKH Thelma Ethel Samuel (SEAL) Mortgagee

STATE OF ILLINOIS County of Cook } ss

I, Edward J. Kann in and for said County in the State aforesaid, DO HEREBY CERTIFY, That MIKIE E. SAMUEL 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 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 June 19, 1987

Edward J. Kann Notary Public

THIS INSTRUMENT WAS PREPARED BY J. LUKSIK Name 4143 W. LAWRENCE, CHICAGO, IL 60630 Address

UNOFFICIAL COPY

87231599

REAL ESTATE MORTGAGE

TO

Date

After recording mail to:

CHRYSLER FIRST FINANCIAL SERVICES CORP. ATTENTION
930 Oakmont Plaza Drive, Suite 150
Westmont, IL 60559

Space below for Recorder's use only

OHM-032377



APR 87 9 10

ASSIGNMENT

The undersigned, for value received, does hereby grant, bargain, sell, assign, transfer and set over to Chrysler First Financial Service all right, title and interest in and to the Mortgage appearing on the reverse side hereof and the money due and to become due of 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.

Don. R. R. Home Improvements Co.
(Seller's name)

By Edmund S. Kahn

Title President

ACKNOWLEDGMENT

STATE OF ILLINOIS

County of COOK } ss.

On this 2ND day of APRIL 1987 there personally appeared before me

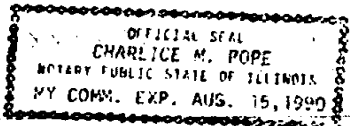
EDMUND S. KAHN

known or proven to me to be the person whose name is subscribed to this assignment, and acknowledged that he/she executed the same, as his/her free and voluntary act of the purposes therein contained and

(if 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.

Charlice M. Pope
Notary Public



My Commission Expires

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