

68430023

REAL ESTATE MORTGAGE

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT Tung Huu Nguyen & Hai Thi Ta Nguyen, husband and wife
(Husband and wife) (single man) (single woman)

of 1502 W. Highland City of Chicago State of Illinois, Mortgageor(s)

MORTGAGE and WARRANT to 1st Metropolitan Bldgs., Inc.
of 4258 N. Cicero Chicago, IL 60641 Mortgagee

To secure payment of that certain Home Improvement Retail Installment Contract of even date herewith, in the amount of \$ 18,352.32 payable to the order of and delivered to the Mortgagee, in and by which the Mortgageor promises to pay the contract and interest at the rate and in installments as provided in said contract with a final payment due on SEPT. 1995 the following described real estate, to wit:

Lot 78 in R.B. FARSON'S Subdivision of the Northwest Quarter (1/4) of the North 26 rods and 11 feet of the North West Quarter (1/4) of section 3 and that part of Clark Street of the North 26 rods and 11 feet of the North East Quarter of section 6, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook county, Illinois.

PIN # 14-05-100-042

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 Mortgageor without Mortgagee's prior written consent, Mortgagee, at Mortgagee's option, and in accordance with federal law, 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 Mortgageor is transferring or selling the interest in the property. If Mortgagee does allow Mortgageor a successor in interest to assume the obligation, Mortgageor will be released from further obligation under this Mortgage and the Home Improvement Retail Installment Contract.

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 amounts 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 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 31 day of July A.D. 19 88

Tung Huu Nguyen (SEAL)
Hai Thi Ta Nguyen (SEAL)

STATE OF ILLINOIS

County of Cook

SS.

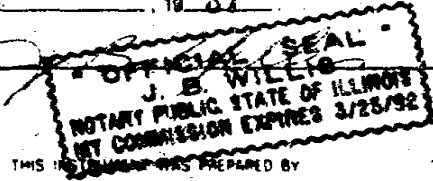
(Type or print names beneath signatures)

I, J. B. Willis in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That Tung Huu Nguyen & Hai Thi Ta Nguyen, husband & wife

personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared before me this 31 day of July, 19 88, 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 this 31 day of July, 19 88.

My Commission Expires

Notary Public



THIS INSTRUMENT WAS PREPARED BY

Dolores T. Kee

4258 N. Cicero Ave Chgo Il

UNOFFICIAL COPY

REAL ESTATE MORTGAGE

Trust Herein & Herein Assignments

1502 N. HIGHLAND CHICAGO IL

10

WYSLER FIRST EQUUMENT SERV.

999 ORCHARD PARK DR.

WESTMONT, IL 60559

DATE SEPTEMBER 15, 1988

After recording sent to

WYSLER FIRST
P. O. BOX 2065
WESTMONT IL 60559

Space below for Recorder's Stamp only

88431023



ASSIGNMENT

I, the undersigned, for value received, have by this grant, bargain, sell, assign, transfer and set over to Wysler First Financial Services all right, title and interest in and to the Mortgage appearing on the reverse hereof and the equity due and to be due on the Home Improvement Retail Installment Contract secured thereby and warrants that the same have been paid by Assignor as the property due on the Mortgage.

By Dolores J. Kee 1st Metropolitan Bldg., Inc. Comptroller

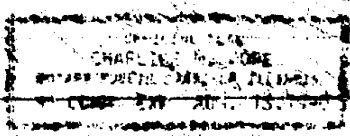
ACKNOWLEDGMENT

STATE OF ILLINOIS } on SEP-20-88 4 7 1 4 1 88430723 - A - Rec 12.00
County of COOK }
on the 13th day of SEPTEMBER, 1988 there personally appeared before me

Dolores Kee 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 Dolores Kee 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.

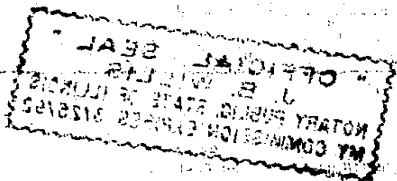
Dolores Kee
Charlie R. [Signature]



My Commission Expires

88431023

20 SEP 28 11 27



12.00

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