

88-505966

REAL ESTATE MORTGAGE

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT Christine Bailey & Ora Bolding

Wife of Husband and with single man (single woman) (Strike out designations that do not apply) State of Illinois, Mortgagor(s)

of 10201 S Peoria City of Chicago, IL 60643

MORTGAGE and WARRANTY Beneficial Construction of 7852 N Lincoln Skokie, IL 60077 Mortgagee.

to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith in the amount of \$ 11,511.36 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 due on November 10, 1995, the following described real estate, to wit:

North 28.01 ft of lot 73 in Paul Steinbercher and Company's Holstead and 103rd St. Subdivision of block 16 in Hill's Subdivision of the South East 1/4 of section 8, township 37 North, Range 14, East of the third principal meridian in Cook County, IL.

Permanent Parcel No.: 25-08-430-004 0000

Commonly Known As: 10201 S Peoria Chicago, IL 60643

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, 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 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.

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 27 day of October A.D. 19 88

Notary Public section with signatures of Christine Bailey and Ora Bolding.

STATE OF ILLINOIS } 55 County of Cook

Linn A. Zambitto in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That Christine Bailey & Ora Bolding 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 (she) (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 27th day of October, 19 88.

OFFICIAL SEAL MARK B. LEVIN NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 8/27/90

Notary Public Mark B. Levin

My Commission Expires

THIS INSTRUMENT WAS PREPARED BY

By RECORD DATA As An Accommodation Only. It Has Not Been Examined As To Its Execution Or As To Its Effect Upon Title.



Linn Zambitto/Chrysler First FI Name 650 Woodfield Dr, Suite 125 Address Schaumburg, IL 60175

NOV 02 1988

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# UNOFFICIAL COPY

REAL ESTATE MORTGAGE

Chrysler First Financial

650 Woodfield Dr. Suite 125 Schaumburg, IL

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Date

After recording and in

Chrysler First Financial  
650 Woodfield Dr. Suite 125  
Schaumburg, IL 60173

Space belongs to Recorder's use only

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DMR-032317

### ASSIGNMENT

The undersigned, for value received, does hereby grant, bargain, sell, assign, transfer and set over to Chrysler 1st 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.

By

*George Zachary*

Title

*Benjamin Konstantinow*  
President

### ACKNOWLEDGMENT

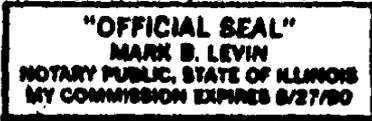
STATE OF Illinois  
County of Cook ss.

On this 27th day of October 1988 there personally appeared before me

George Zachary, 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

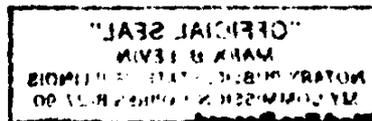
(In the event the assignment is by a corporation) that he/she is President and was authorized to execute the said assignment and the seal affixed thereto, if any, is the seal of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



*Mark B. Levin*  
Notary Public Mark B. Levin

My Commission Expires



As An Accredited  
Notary Public  
My Commission Expires 8/27/90

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