

88549341

REAL ESTATE MORTGAGE

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(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT

Robert M. & Roberta Miller

(Husband and wife) (single man) (single woman)

of 2505 17th Ave

(Address of Buyer)

City of Broadview

(Street and designations that do not apply)

State of Illinois, Mortgagor(s)

MORTGAGE and WARRANT to KAYAK MFG. CORP.

(Seller)

of 17 W. OGDEN AVE WESTMONT, IL 60559

(Seller's Address)

Mortgagee.

To secure payment of that certain Home Improvement Retail Installment Contract of even date herewith, in the amount of \$ 11,160.00

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 due on 04-30-98

the following described real estate, to wit: LOTS 34, 35, and 36 IN EMLUDELL SUBDIVISION OF LOTS 173, 174, 175, and 176, IN BROADVIEW, A SUBDIVISION OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE NORTHWEST QUARTER (EXCEPT THE RAILROAD) ALSO THE NORTH 327.36 FEET OF PART OF THE WEST HALF OF THE SOUTHEAST QUARTER LYING NORTHEAST OF THE RAILROAD ALL IN SECTION 22, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. MORE COMMONLY KNOWN AS: 2505 17TH AVE, BROADVIEW, ILLINOIS

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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 15th day of July A.D. 1988

Robert M. Miller (Mortgagor) (SEAL)

Roberta Miller (Mortgagor) (SEAL)

STATE OF ILLINOIS

County of Cook

ss

I, Donald P. Landise Sr. 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

Notary Public seal this 19th day of July 1988

My Commission Expires Mar. 12, 1994

Notary Public

THIS INSTRUMENT WAS PREPARED BY

Kayak Mfg Corp

Name

325 Harlem Rd W. Seneca, NY

Address

UNOFFICIAL COPY

DM-032377

Space below for Recorder's use only

After recording mail to

Date

TO

REAL ESTATE MORTGAGE

Property of Cook County Clerk's Office

NOV 29 08 5 57 27 88548344 A Rec 12:00

ASSIGNMENT

The undersigned, for value received, does hereby grant, bargain, sell, assign, transfer and set over to Second Federal Funding 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.

Kayak Manufacturing Corp (Seller's name)

By Kelly Slomba Title Vice President

ACKNOWLEDGMENT

STATE OF New York } ss. County of Erie

On this 18th day of July 1988 there personally appeared before me

Kelly Slomba 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 Vice 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.

SCOTT J. SCIUMECA Notary Public in the State of New York Qualified in Erie County No: 4936155 My Commission Expires 6/13/90

Scott J. Sciumecca Notary Public State of New York, Qualified in Erie County, My commission expires 6/13/90

My Commission Expires 6/13/90

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12/1/88