

88-501095 (This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT Victor & Denise Gomez (Husband and wife) (single man) (single woman) of 10251 W. Dickens City of Melrose State of Illinois, Mortgagor(s)

MORTGAGE and WARRANT to Kayak Mfg. Corp. of 17 W. Ogden, Westmont, IL 60559 Mortgagee

to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith in the amount of \$11,000.00 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 of the balance due on the following described real estate, to wit

LOT 63 IN FREDERICK F. BARTLETT'S LA GRANGE ROAD CARPENTER FARMS, BEING A SUBDIVISION OF PART OF THE NORTH 3/6 OF THE WEST 5/8 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 12, PART OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT RECORDED OCTOBER 3, 1939 AS DOCUMENT 12,376,999 IN COOK COUNTY, ILLINOIS.

DEC-6-88 12.00

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... (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

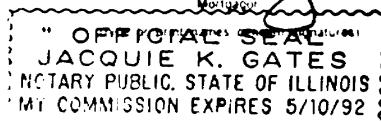
IT IS FURTHER EXPRESSLY PROVIDED AND AGREED, That if default be made in the payment of the said contract, or of any part thereof, or in the case of waste or non-payment of taxes or assessments on said premises, or of a breach of any of the covenants or agreements herein contained, then in such case the whole of said sum, less 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 9th day of August A D 19 88

Victor Gomez (SEAL) Denise Gomez (SEAL)

STATE OF ILLINOIS } County of Du PAGE } SS



I, JACQUIE K. GATES in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That VICTOR GOMEZ AND DENISE GOMEZ

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 official seal

Jacquie K. Gates Notary Public

My Commission Expires May 10, 1992

THIS INSTRUMENT WAS PREPARED BY

Patricia Bodel Name 17 W Ogden Westmont IL Address

88561095

88561095 1700

88-501095

UNOFFICIAL COPY

DM-032377

Space below for Recorder's use only

After recording mail to:

Date

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REAL ESTATE MORTGAGE

Property of Cook County Clerk's Office

ASSIGNMENT

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

(Seller's name)

By Kelly Slomba Title Vice President

ACKNOWLEDGMENT

STATE OF New York  
County of Erie } ss.

On this 25th day of August, 19 88, there personally appeared before me

Kelly Slomba, known or proved 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.

Notary Public

Scott J. Sciumeca

SCOTT J. SCIUMECA

Notary Public in the State of New York

Qualified in Erie County No. 4336155

My Commission Expires 6/13/90

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