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13.00

REAL ESTATE MORTGAGE

(This space for Recorder's use only.)

THIS INDENTURE WITNESSETH, THAT Tyrone Sr. & Denise Everhart (Husband and wife) (single man) (single woman)

of 7903 West 100th Pl. City of Palos Hills State of Illinois, Mortgageor(s)

MORTGAGE and WARRANT to Kayak Mfg Corp of 17 W. Cadogan Ave Westmont, IL Mortgagee.

to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith in the amount of \$ 14,000.00 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 06-09-98 the following described real estate, to wit:

LOT 1 IN DOWLING RESUBDIVISION OF THE EAST 70 FEET OF LOT 21 IN JAMES ACRES, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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's 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 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 9 day of July A D 19 88

Tyrone Everhart Sr (SEAL)
Mortgageor
Denise Everhart (SEAL)
Mortgageor
DENISE EVERHART

STATE OF ILLINOIS }
County of Cook } SS

I, Donald G. 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 official seal this 8th day of July 19 88

My Commission Expires My Commission Expires Mar. 12, 1990



Notary Public Donald G. Landise Sr

THIS INSTRUMENT WAS PREPARED BY Kayak Mfg Corp Name 325 W. Madison Rd Address Westmont, IL

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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 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

By Kelly Slomba

Title Vice President

ACKNOWLEDGMENT

STATE OF New York

County of Erie

} ss.

On this 8th day of November, 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 of Kayak Manufacturing Corp. 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.

My Commission Expires

6-13-90

Scott J. Sciumeca
Notary Public
SCOTT J. SCIUMECA
Notary Public in the State of New York
Qualified in Erie County No. 4336155
My Commission Expires 6/13/90