

8 1 2 1 5 3 4 88251532

THIS INDENTURE WITNESSETH, THAT Thomas D. Leflore

Witness (single man)

9335 S. Manistee Chicago City of Illinois, Mortgagor(s)

MORTGAGE and WARRANT to Wentworth Consolidated Industries, Inc. D/B/A Quarry Stone

of 4344-50 S. Wentworth, Chicago, Illinois 60609 Mortgagor.

to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith, in the amount of \$ 5,000.00

payable to the order of and delivered to the Mortgagor, 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 37 IN BLOCK 96 IN THE SUBDIVISION BY THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY OF PARTS OF SECTION 5 AND 6, TOWNSHIP 37 NORTH, RANGE 15, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 17, 1874 IN BOOK 7 OF PLATS PAGE 7, 8, AND 9 IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NO. 26-06-321-017

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

AND IT IS EXPRESSLY PROVIDED AND AGREED, That if on or any part of the property or an interest in the property is sold or transferred by Mortgagor without

Mortgagor's prior written consent, Mortgagor, at Mortgagor'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 Mortgagor

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. The following types of transfers will not give Mortgagor the right to require immediate payment in full

(a) the creation of liens or other claims against the property with the intent 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 the case of

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, setting and conveying

said premises and reasonable attorney's fees to be included in the decree, and all moneys advanced or 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.

GATED, This 19th day of January A D 19 88

THOMAS D. LEFLORE

JAMES F. HOELSCHER

JAZEWELL

STATE OF ILLINOIS

County of

My Commission Expires

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

for the uses and purposes therein set forth, including the release and waiver of the right of redemption

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

THIS INSTRUMENT WAS RECORDED AT

J. ZALESNY

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DOCUMENT NUMBER

ILLINOIS HIR - HSA Supp Doc Form 013-4197 6/86

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My Commission Expires

JUN-9-22 26.55 88251532 A - Rec 14.00

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

was authorized to execute the said assignment and the seal affixed thereto, if any, is the seal of the corporation.

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

On this _____ day of _____ 19____ there personally appeared before me

STATE OF _____ County of _____

ACKNOWLEDGMENT

By _____

Title _____

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

ASSIGNMENT

The undersigned, for value received, does hereby grant, bargain, sell, assign, transfer and set over to _____

REAL ESTATE MORTGAGE

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Date

After recording mail to

Space below for Recorder's use only

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