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THIS INDENTURE WITNESSETH, THAT Allen McKinley AKA Allen Mc Kinley  
widowed And not Remarried (Husband and wife) (single man) (single woman)  
of 1224 W. 71st Place City of Chicago State of Illinois Mortgagor(s)

MORTGAGE and WARRANT to 1st Choice Remodeling Co  
of 2400 W. Devon Mortgagee.

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

PARCEL 1: LOT 53 IN BLOCK 1 IN WEDDELL AND COX HILL SIDE SUBDIVISION IN THE  
NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14, EAST  
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
KNOWN AS 1224 W. 71ST PLACE IN CHICAGO.  
PIN: 20-29-104-053

PARCEL 2: LOT 10 IN BLOCK 1 IN WEDDELL AND COX  
HILLSIDE SUBDIVISION IN THE NORTHWEST 1/4 OF  
SECTION 29, TOWNSHIP 38 NORTH, RANGE 14, EAST  
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS. PIN: 20-29-104-023. KNOWN AS 1225 W. 71 ST.

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, 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. The following types of transfers will not give Mortgagee the right to require immediate payment in full:  
(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 6 day of SEPTEMBER A.D. 19 89

Allen McKinley (SEAL)  
ALLEN MCKINLEY Mortgagor  
\_\_\_\_\_  
(SEAL)  
Mortgagee  
(Type or print names beneath signatures)

STATE OF ILLINOIS  
County of COOK } ss

LEO LEDERMAN  
ALLEN MCKINLEY AKA Allen Mc Kinley widowed And not Remarried  
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  
My Commission Expires Jan 13 1992

Leo Lederman  
Notary Public

OFFICIAL SEAL  
LEO LEDERMAN  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. JAN. 13, 1992

THIS INSTRUMENT WAS PREPARED BY  
Shari Ludwig  
Name  
2518 W. Touhy  
Address

EQUITY TITLE COMPANY 2106848 2890173

89499412

UNOFFICIAL COPY

REAL ESTATE MORTGAGE

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Space below for Recorder's use only

HARBOR FINANCIAL GROUP  
1070 Sibley Blvd.  
Columet City, IL 60409

ASSIGNMENT

The undersigned, for value received, does hereby grant, bargain, sell, assign, transfer and set over to HARBOR FINANCIAL GROUP 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 Jeffery Gillman Title pres.  
1st choice Remodeling Co.  
(Seller's name)

ACKNOWLEDGMENT

STATE OF Illinois  
County of Cook } ss.

On this 6 day of SEPTEMBER, 1989, there personally appeared before me Jeffery Gillman, 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.

Leo Lederman  
Notary Public

My Commission Expires Jan 13 1992

OFFICIAL SEAL  
LEO LEDERMAN  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. JAN. 13, 1992

DEPT-01 RECORDING \$12.25  
T#3333 TRAN 8825 10/20/89 14:05:00  
#2228 + B \* - 89 - 499442  
COOK COUNTY RECORDER

89-499442

1200 Mail

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