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THIS INSTRUMENT WITNESSETH, THAT

DANIEL J. AND DIANA M. MCKIRCHY

(Husband and wife) ~~PERSONS WHO DO NOT APPLY~~

of 5905 RIDGE
(Address of Buyer)

City of BERKELEY

State of Illinois. Mortgagor(s)

MORTGAGE and WARRANT to TAPCO, INC.

of 5097 N. ELSTON AVE.

CHICAGO, IL 60630
(Seller's Address)

Mortgagee.

to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith, in the amount of \$ 4220.52 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 31 IN FIPPINGER'S ADDITION TO HILLSIDE IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 7, TOWNSHIP 19 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

89107025

PIN: 15-07-310-011

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 19th day of January A.D. 1987

Daniel J. McKirchy (SEAL)
Mortgagor

Diana M. McKirchy (SEAL)
Mortgagor

(Type or print names beneath signatures)

STATE OF ILLINOIS

County of Cook } ss

I, *Chester Putrosiewicz* in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That

Daniel J. McKirchy and *Diana M. McKirchy* personally known to me to be the same person(s) whose name(s) ~~has~~ (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they ~~has~~ (have) signed, sealed and delivered the said instrument as their ~~sole~~ 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

Chester Putrosiewicz
Notary Public

My Commission Expires _____

"OFFICIAL SEAL"
Chester Putrosiewicz
Notary Public, State of Illinois
My Commission Expires _____

THIS INSTRUMENT WAS PREPARED BY

Tapeco, Inc.
Name
5097 N. Elston Ave
Address
Chicago, IL 60630

UNOFFICIAL COPY

52020



Space below for Recorder's use only

After recording mail to

Date

10

REAL ESTATE MORTGAGE



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

[Handwritten signature]

Tapeco, Inc.

Title

[Handwritten initials]

ACKNOWLEDGMENT

STATE OF Illinois

County of Cook

ss.

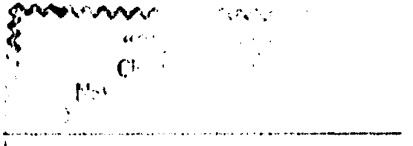
On this 2nd day of March, 1989, there personally appeared before me

Judy Taggart

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/hers free and voluntary act of the purposes therein contained and

(In the event the assignment is by a corporation) that he/she is [Handwritten: Pres.] and was authorized to execute the said assignment and the seal affixed thereto, if any, is the seal of the corporation

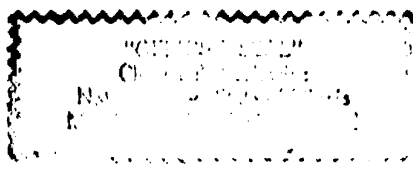
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[Handwritten signature of notary]

Notary Public

My Commission Expires



RECORDING 12.00
SEARCH 12.00
TOTAL 24.00

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