

UNOFFICIAL COPY

90440299

THIS INDENTURE WITNESSETH, THAT JAMES E. TONEY and MARY J. TONEY (Husband and wife) (single man) (single woman)

of 4986 W. Down (Address of Buyer) City of Chicago State of Illinois. Mortgagor(s)

MORTGAGE and WARRANT to Sweetly Pochin Real Estate, Inc. (Name) of 5038 W. Fullerton (Seller's Address) Chicago, IL 60621, Mortgagee.

to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith, in the amount of \$ 8418.48 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 45 (EXCEPT THE WEST 18 FEET THEREOF) AND ALL OF LOT 46 IN BLOCK 3 IN M. D. BIRGE AND COMPANY'S SUBDIVISION OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

RECORDING \$13.00
T#8888 TRAN 9094 09/10/90 15:42:00
#7366 #H *90-440299
COOK COUNTY RECORDER

PIN: 16-04-421-037

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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 hereupon, 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 30 day of JULY A.D. 19 90

13^E
00

James E. Toney (SEAL)
Mary J. Toney (SEAL)
(Type or print names beneath signatures)

STATE OF ILLINOIS

County of COOK) ss.

I, Louis Martinez in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That

JAMES E. TONEY and MARY J. TONEY personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (they) both signed, sealed and delivered the said instrument as (their) deed 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.
" OFFICIAL SEAL "
LOUIS MARTINEZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/17/91

Notary Public

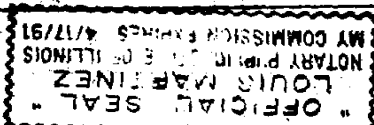
THIS INSTRUMENT WAS PREPARED BY

Sweetly Pochin Real Estate, Inc.
Name
5038 W. Fullerton
Address

DOCUMENT NUMBER

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

In the event the assignment is by a corporation that has/has not been authorized to execute the said assignment and the seal affixed thereto, if any, is the seal of the corporation, and acknowledged that he/she executed the same, as his/her free and voluntary act of the purpose therein contained in the within assignment, and acknowledged that he/she executed the same, as his/her free and voluntary act of the purpose therein contained in the within assignment, and acknowledged that he/she executed the same, as his/her free and voluntary act of the purpose therein contained in the within assignment.

On this 28th day of August, 1990, there personally appeared before me Jean COBURN

of the County of COOK State of ILLINOIS

AKNOWLEDGMENT

By [Signature] Title RESIDENT

ALBERT BOOTH & SON, REALTY CO., INC.

no have been filed by Assignor on the property described in the Mortgage.

side hereof and the money due and to become due on the Home Improvement Retail Installment Contract secured thereby and warrants in

the mortgage, 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 cover

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REAL ESTATE MORTGAGE

TO

Date

After recording mail to:

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

Space below for Recorder's use only