

# UNOFFICIAL COPY

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DEPT-03 RECORDING  
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143732 C 4-7-92 454785  
COOK COUNTY RECORDER

## REAL ESTATE MORTGAGE

90154785

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT AITA GRASIA CASTENEDA & JESUS CASTENEDA  
8430 S. BUFFALO (Husband and wife) (single man) (single woman)

of CHICAGO City of CHICAGO State of Illinois Mortgageor(s)

MORTGAGE and WARRANT in ATLANTA ACCEPTANCE  
of CHASE Mortgagee

to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith, in the amount of \$ 3053.52  
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 OCT. 1, 1992, the following described real estate, to wit:

LOT 27 IN BLOCK 6 IN BERGER'S ADDITION TO HYDE PARK BEING A SUBDIVISION OF THE  
NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH,  
RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE MOST SOUTHWEST CORNER  
1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 15 EAST OF  
THE THIRD PRINCIPAL MERIDIAN, AND EXCEPT THE MOST SOUTHWEST CORNER OF  
THE SOUTHWEST 1/4 OF SECTION 32) IN COOK COUNTY, ILLINOIS  
P.I.N - 21-32-205-035  
KNOWN AS - 8430 S. BUFFALO

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 Mortgage is transferred or selling  
the interest in the property. If Mortgagee does allow Mortgageor's successor in interest to assume the Mortgage, 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 money 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.

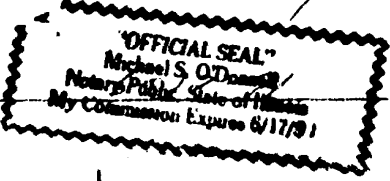
DATED This 24 day of July, A.D. 19 92

[Signature] Mortgageor (SEAL)  
[Signature] Mortgageor (SEAL)  
Type or print names beneath signatures

STATE OF ILLINOIS }  
County of COOK } SS

I, MICHAEL S. O'DONNELL  
Notary Public, State of Illinois & JESUS CASTENEDA

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 24 day of July, 1992



[Signature]  
Notary Public

My Commission Expires \_\_\_\_\_

THIS INSTRUMENT WAS PREPARED BY  
[Signature]  
NAME  
5875 N. Lincoln  
ADDRESS

# UNOFFICIAL COPY

OHM-032377

Space below for Recorder's use only

After recording send to:

00121180

Date

TO

REAL ESTATE MORTGAGE

REAL ESTATE MORTGAGE

THIS INSTRUMENT WITNESSES THAT

## ASSIGNMENT

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.

By \_\_\_\_\_

Title \_\_\_\_\_

## ACKNOWLEDGMENT

STATE OF \_\_\_\_\_

County of \_\_\_\_\_

ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, there personally appeared before me \_\_\_\_\_

known or proved 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 \_\_\_\_\_ and was authorized to execute the said assignment and the seal affixed therein, if any, is the seal of the corporation.

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

Notary Public

My Commission Expires \_\_\_\_\_

00121180



MAIL TO -

ATLAS ACCEPTANCE  
5875 N. LINCOLN  
CHICAGO, IL 60659

