

# UNOFFICIAL COPY

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SEP 28 1990

## REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, THAT

WILLIAM W. & DEBORAH S. ISAAC

(Husband and wife) ~~(Solely and jointly)~~

of 420 New York Lane

City of ELK GROVE VILLAGE

State of Illinois, Mortgagor(s)

MORTGAGE and WARRANT to

PATRIC ENCLERES INC

of 250 Belmont St

WOODDALE, IL, 60191

Mortgagee

to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith in the amount of \$ 8000.00 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 due on 9/24/92, the following described real estate, to wit:

Lot 13 in Winston Grove Section 23-B Resubdivision Number 2, being a Subdivision of part of Section 26, Township 41 North, Range 10 East of the Third Principal Meridian, according to the Plat thereof recorded September 20, 1984 as Document 27262383, in Cook County, Illinois

Tax Number: 07-26-414-013

Commonly known as: 420 New York Lane Elk Grove Village Illinois 60007

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 interest in the property is sold or transferred by Mortgagor 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 transferring or selling the interest in the property. If Mortgagee does allow Mortgagee's success or interest to assume the obligation Mortgagee will be released from further obligations under the 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 or fees or charges or in the violation of any of the covenants or agreements herein contained then in such case the whole of said sum less unearned charges secured by this mortgage 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 under 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 of the proceeds of such sale the 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.

DATED This 21 day of September A.D. 19 90

William W. Isaac (SEAL)  
Deborah S. Isaac (SEAL)  
Mortgagor

STATE OF ILLINOIS

County of DuPage } SS

Notary Public

I, Barbara Casher in and for said County in the State aforesaid, DO HEREBY CERTIFY That

personally known to me to be the same person(s) whose names (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 21st day of September 19 90

My Commission Expires 2-23-94

"OFFICIAL SEAL"  
BARBARA CASHER  
Notary Public, State of Illinois  
My Commission Expires 2-23-94

THIS INSTRUMENT WAS PREPARED BY

CHERRY BROTHERS REAL ESTATE

1327

550 (Telephone) 350

Address Wood Dale, IL

# UNOFFICIAL COPY

DI-M-032377

Space below for Recorder's use only

ASSIGNMENT

After recording mail to

Date

TO

REAL ESTATE MORTGAGE

## 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 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 \_\_\_\_\_ 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

Notary Public

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

02/22/2006

Property of Cook County Clerk's Office