

THIS INSTRUMENT WITNESSETH THAT

BOBBY C. AND RITA D. JOHNSON

(Husband and wife) (Single man) (Single woman)

of 1745 N. LECLAIRE City of CHICAGO State of Illinois (Mortgagee(s))

MORTGAGE and WARRANT to SIDE-ALL AMERICA, INC.

of 5359 W. IRVING PARK CHICAGO, IL 60641 Mortgagee

to secure payment of that certain Home Improvement Retail Installment Contract of even date hereunder in the amount of \$ 5,047.00 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 of the balance due on the following described real estate to wit:

LOT 26 (EXCEPT THE NORTH 6 FEET THEREOF) AND THE NORTH 77 FEET OF BLOCK 37 IN BLOCK 10 IN CRAGIN, BEING CHARLES B. HOSMER'S SUBDIVISION PART OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH RANGE 18 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

90524369

PIN: 13-33-413-067

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 Mortgagee 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 Mortgagee is transferring or selling the interest in the property if Mortgagee does allow Mortgagee's successor in interest to assume the obligation Mortgagee 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 junior to this Mortgage (b) a transfer of rights in household appliances to a person who provides the Mortgagee 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 Mortgagee's relative resulting from death of the Mortgagee (f) a transfer where Mortgagee's spouse or children become owners of the property (g) a transfer to Mortgagee's spouse resulting from a divorce decree separation agreement or property settlement agreement (h) a transfer into an inter vivos trust in which the Mortgagee 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 6TH day of AUGUST A.D. 19 90

Signatures of Bobby C. Johnson and Rita D. Johnson with (SEAL) markings

STATE OF ILLINOIS County of COOK

MICHAEL J. WEHNER in and for said County in the State aforesaid DO HEREBY CERTIFY THAT BOBBY C. AND RITA D. JOHNSON

personally known to me to be the same persons whose name is set forth subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they executed signed sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth including the release and waiver of the right to homestead

IN WITNESS WHEREOF I have hereunto set my hand and official seal

Signature of Michael J. Wehner

My Commission Expires OFFICIAL SEAL MICHAEL J. WEHNER NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES 8/25/92

13.00 stamp

THIS INSTRUMENT WAS PREPARED BY MICHAEL J. WEHNER name 5359 W. IRVING PARK CHICAGO, IL 60641 Address

UNOFFICIAL COPY

REAL ESTATE MORTGAGE

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After recording mail to

HARBOR FINANCIAL GROUP
1070 S. State St. Bldg.
Columbus, Ill. 60409

Space below for Recorder's use only

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 [Signature] Title [Signature]

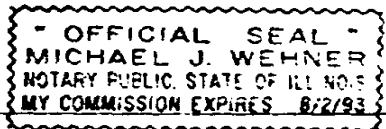
ACKNOWLEDGMENT

STATE OF ILLINOIS
County of COOK } ss.

On this 19TH day of OCTOBER, 19 90, there personally appeared before me

RICK POSH known or presumed 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.



[Signature]
Notary Public

My Commission Expires

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