

# UNOFFICIAL COPY

30091231

## REAL ESTATE MORTGAGE

30094231

THIS INDENTURE WITNESSETH, THAT Cheryl L. Davis, widowed and not since remarried  
 (Husband and wife) (single man) (single woman)

of 11043 S Union City of Chicago State of Illinois Mortgageor(s)

MORTGAGE and WARRANT to Total Home Security, Inc.  
 of 17 W 755 Butterfield Oak Brook Terrace, IL Mortgagee  
 (Seller's Address)

to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith in the amount of \$ 7800.00  
 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 2-23-90, the following described real estate, to wit:

**The South 35 feet of Lot 33 in Vallengas Sheldon Heights Subdivision  
 of Lot 61 in School Trustees Subdivision of Section 16, Township  
 37 North, Range 14, East of the Third Principal Meridian, in Cook  
 County, Illinois.**

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 then due under the Mortgage and Home Improvement Retail Installment Contract, and Mortgageor, at Mortgagee's option, may waive the right to receive  
 the balance immediately due and may accept in writing an assignment agreement executed by the person to whom the Mortgageor transfers or is selling  
 the interest in the property. If Mortgageor does allow Mortgagee's assignment, Mortgageor shall remain liable for the obligation. Mortgageor will be released from all further  
 obligations 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, shall be immediately due and payable, and the Mortgagee may be authorized to pay the same,  
 and it shall be lawful for the said mortgagee, his or its attorneys or assigns, and as provided by law, 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 said sale the expenses of attachment, filing,  
 and conveying said premises, and reasonable attorney's fees, to be included in the decree, and all charges assessed for taxes, assessments, and  
 other liens, then there shall be paid the unpaid balance of said contract whether it be and payable by the borrower.

DATED This 22nd day of February A.D. 1990

[Signature] (SEAL)  
 Mortgagee

STATE OF ILLINOIS }  
 County of cook } ss

in and for said County of the State aforesaid, DO HEREBY CERTIFY That  
Cheryl L. Davis widowed and not since remarried  
 personally known to me to be the same person(s) whose name(s) (s) (are) subscribed to the foregoing instrument, appeared before me this 22nd  
 day in person and acknowledged that (they) (he) (she) signed, sealed and delivered the said instrument as their (his) (hers) 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 22nd day of February, 1990

My Commission Expires 06-21-92

[Signature]  
 Notary Public

THIS INSTRUMENT WAS PREPARED BY:

[Signature]  
 Address: 137 Madison  
6859

137 Madison  
 ILLINOIS TRIP HSA Supp. Doc  
 Form 013 4/97 R 88

DOCUMENT NUMBER

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REAL ESTATE MORTGAGE

CHRYSLER

10

CHRYSLER FIRST FINANCIAL SERVICES

PO BOX 305 WILMINGTON IL

Date

2/26/90

After recording mail to

CHRYSLER FIRST FINANCIAL

999 CHRYSLER PLZ DE SUITE 100

WILMINGTON IL 62709

Space below for Recorder's use only

DIM-032377

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 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 was authorized to execute the said assignment and the seal affixed thereto, if any, is the seal of the corporation and

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

Notary Public

My Commission Expires

16216006

Property of Cook County Clerk's Office