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(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT Joseph E White WIDOWED MAN  
(Husband and wife) (single man) (single woman)

of 9424 S. MAY ST City of Chicago State of Illinois, Mortgagor(s)  
(Address of Buyer) (State and designation that do not apply)

MORTGAGE and WARRANT to B & H Construction Co. Inc  
of 5715 N. Lincoln Ave Chicago Illinois Mortgagor.  
(Seller) (Seller's Address)

to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith, in the amount of \$ 11,000.00  
payable to the order of and delivered to the Mortgagor, 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 7 (EXCEPT THE NORTH 22.5) AND THE NORTH  
15 FEET OF LOT 8 IN BLOCK 42 IN ISAAC CROSBY AND  
OTHERS SUBDIVISION OF THAT PART WEST OF THE  
RIGHT OF WAY OF THE CHICAGO ROCK ISLAND AND PACIFIC  
RAILROAD OF THE SOUTH 1/2 OF SECTION 5, TOWNSHIP  
37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 25-05-420-022

DEPT-01 RECORDING \$15.00  
T#5555 TRAN 6555 06/01/90 11:24:09  
#1340 # E \* -90-255993  
COOK COUNTY RECORDER

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 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 26<sup>th</sup> day of April A D 1990  
Joseph E White (SEAL)  
Mortgagor

STATE OF ILLINOIS } SS  
County of Cook  
Ben Bravor in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That  
Joseph E White

personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared before me th  
in person, and acknowledged that (they) (he) (she) signed, sealed and delivered the said instrument as (their) (his) (her) free and voluntary  
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  
My Commission Expires OFFICIAL SEAL  
REMOVED  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. FEB. 27, 1992  
Notary Public

THIS INSTRUMENT WAS PREPARED BY \$15.00  
BEN BRAVOR  
Name  
5715 N. Lincoln Chicago Illinois  
Address

90255993

90255993

UNOFFICIAL COPY

Space below for Recorder's use only

After recording mail to

Date

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REAL ESTATE MORTGAGE

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.

*De A Construction Co Inc*  
(Seller's name)

By *[Signature]*

Title *President*

ACKNOWLEDGMENT

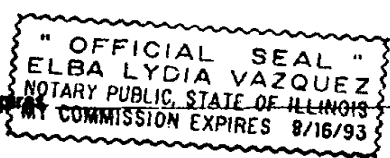
STATE OF Illinois  
County of Cook } ss.

On this 25<sup>th</sup> day of May 1990, there personally appeared before me

BEN BRAUER, 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 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

90255993  
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