74-7801

Return to: TMI FINANCIAL INC. 8582 Katy Freeway, Suite 202, Houston, Texas 77024

92598637

ILLINOIS MORTGAGE AND ASSIGNMENT OF MORTGAGE

92598637

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Alvin and Josephine Lewis

(hereinafter referred to as "Mortgagor" whether singular or plural), for and in consideration of the sum of One and No/100 Dollars ($1.00) together with other good and valuable considerations, cash in hand paid by BARCLAY BUILDERS INC. (hereinafter referred to as "Mortgagee"), receipt of which consideration is hereby acknowledged, do hereby grant, bargain, sell, convey and warrant unto Mortgagee and unto its successors and assigns forever, the following properties, situated in the County of Cook State of Illinois, to-wit:

Lot 176 in E.A. Cumming and Company's 83rd Street Subdivision of West 1/2 of Southeast 1/4 of Section 18, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Permanent Tax Number 20-18-424-014

DEPT-01 RECORDING $25.50
T#9999 TRAN 1680 08/12/92 11:56:00
#7577 # * -92-598637
COOK COUNTY RECORDER

Address of Property: 6245 S. Damen Ave. Chicago, IL 60636

To have and to hold the same unto the Mortgagee and unto its successors and assigns forever, together with: all appurtenances thereunto belonging; and all fixtures and equipment used or useful in connection with said property, Mortgagor hereby covenants by and with Mortgagee that Mortgagor will forever warrant and defend the title to said properties against any and all claims of any nature or kind whatsoever.

And we, the Mortgagor for and in consideration of the considerations hereinbefore recited, do and hereby release and relinquish unto Mortgagee all our rights of dower, curtesy and homestead in and to the above described lands.

This grant of Mortgage is on the condition that whereas Mortgagor is justly indebted unto Mortgagee in the sum of Six thousand and No/100 Dollars ($ 6,000.00), evidenced by one promissory note of even execution date, in the sum of $ 6,000.00, bearing interest from date until due as provided in the Retail Installment Contract, Note and Disclosure Statement (the "Note"), payable in 120 equal successive monthly installments of $ 100.50 each, except the final installment due 7-24-2003 the balance then due on the Note.

This instrument shall also secure the payment of any and all renewals and/or extensions of said indebtedness, or any portion thereof, together with any and all amounts that the Mortgagor now owe or may owe the Mortgagee, either direct or by endorsement, at any time between this date and the satisfaction of record of the lien of this instrument, including any and all future advances and/or loans that may by Mortgagee be made to the Mortgagor, jointly and/or severally, either direct or by endorsement.

Mortgagor and Mortgagee acknowledge and represent that a material part of the consideration for the indebtedness owed by Mortgagors to Mortgagee is that the entire unpaid balance of principal and accrued interest due on said indebtedness, shall be paid prior to the sale, transfer, encumbrance, contract of sale, contract to transfer or contract to encumber all or any part of or interest in the mortgaged property. In the event of the sale, transfer, encumbrance, contract of sale, contract to transfer or contract to encumber all or any part of the property herein described, without the prior written approval of Mortgagee, which approval may be withheld in the sole and absolute discretion of Mortgagee, and such sale, transfer, encumbrance, contract of sale, contract to transfer or contract to encumber shall constitute a default under this Mortgage and the indebtedness evidenced by the promissory Note hereinabove described shall be immediately due and payable on the election of Mortgagee regardless of the financial position (net worth) of the proposed transferee.

Mortgagor hereby agrees and covenants to pay any and all taxes both general and special as same may be assessed and become due and payable and also keep all buildings located upon the premises insured against loss or damage with fire, tornado and extended coverage insurance, in a company and amount acceptable to Mortgagee, with standard mortgage clause in favor of Mortgagee as its interest appears, and pay the premiums thereon. If Mortgagor fails to pay any such taxes or obtain any such insurance coverage, Mortgagee, its assigns or holders of said indebtedness shall have the right to pay said taxes and/or insurance premiums, and the amount so paid shall constitute a charge against the Mortgagor and added to the amount due hereunder, shall be secured hereby and shall be, without demand, immediately repaid by Mortgagor to Mortgagee with interest thereon at the rate then applicable to the unpaid balance of the principal as set forth in the above-referenced Note.

In addition to pledging the properties as hereinbefore mentioned, Mortgagor also hereby pledges any and all profits, rents and income accruing in connection with said properties. However, the right is reserved to the Mortgagor to collect the profits, rents and/or income as same mature and become due and payable, but in the event of default as to any of the covenants herein contained, then at the option of Mortgagee, its assigns, or the holders of said indebtedness, it or they are hereby given the right of taking over said properties, managing same, renting same and collecting the rents thereon, and the net income so collected shall be credited upon the indebtedness and/or covenants in connection herewith.

If the Mortgagor should fail or refuse to make any of the payments hereinbefore recited, either principal, interest, taxes or insurance premiums as same mature and become due and payable, then at the option of Mortgagee, its assigns or the holders of the indebtedness, all the remaining unpaid portion thereof shall become due and payable, and the lien of this instrument subject to foreclosure by suit filed in Chancery Court of the county in which the above described property is situated. Failure to exercise the option herein granted to declare the entire balance due and payable on the default shall not be a waiver to exercise the option at any subsequent default.

But, if the undersigned shall pay all of the indebtedness secured by this Mortgage, at the time and in the manner set out above, and shall fully do and perform all of the other obligations herein assumed by the undersigned, Mortgagee shall release this instrument; otherwise, it shall remain in full force and effect.

Borrower agrees to maintain flood insurance with lender as loss payee in an amount equal to the principal outstanding during the term of this loan pursuant to the flood disaster Protective Act (42 u. s. c. 4012a).

23.50

Illinois - EFC-IL 6/92

92598637

NOTE: This document is a mortgage which gives your contractor and its assignees a security interest in your property. The mortgage is taken as collateral for performance of your obligations under your home improvement contract.

IN TESTIMONY WHEREOF, the signature of Mortgagor is hereunto affixed this, the 30th day of June 1992

Prepared by: Philip Stone

BARCLAY BUILDERS, INC.
2545 W. PETERSON AVE.
CHICAGO, IL 60659

Alvin Lewis (Mortgagor)

Josephine Lewis (Mortgagor)

ACKNOWLEDGEMENT

STATE OF ILLINOIS
COUNTY OF Cook } ss.

I, Phillip N. Shames, a Notary Public in and for said county and state, do hereby certify that Alvin and Josephine Lewis 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 signed and delivered the said instrument as his/her/their free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 30th day of June 1992

My Commission Expires: _____ Notary Public

OFFICIAL SEAL
PHILLIP N. SHAMES
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JAN. 9,1995

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned for legally sufficient consideration, does hereby grant, sell, assign, transfer, set over and convey to EMPIRE FUNDING CORP., its successors and assigns, the foregoing Mortgage and the lien thereof encumbering the real property described therein.

IN WITNESS WHEREOF, these presents have been executed by the undersigned as of June 30 1992

BARCLAY BUILDERS INC.

By: Philip Stone Pres. (Seller)

(CORPORATE ACKNOWLEDGEMENT)

STATE OF ILLINOIS
COUNTY OF Cook } ss.

On June 30th 1992, before me, the undersigned authority personally appeared Philip Stone to me known to be the President of BARCLAY BUILDERS INC. and known to me to be the person who as such officer of said corporation, executed the same, and he/she acknowledged before me that said instrument is the act and deed of said corporation by Philip Stone executed as such officer for the purposes therein expressed.

WITNESS, my hand and official seal the day and year last above written.

My Commission Expires: _____ Notary Public

OFFICIAL SEAL
PHILLIP N. SHAMES
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JAN. 9,1995

(INDIVIDUAL ACKNOWLEDGEMENT)

92598637

STATE OF ILLINOIS
COUNTY OF Cook } ss.

I, Phillip N. Shames, a Notary Public in and for said county and state, do hereby certify that Philip Stone personally known to me to be the same person(s) whose name(s) _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30th day of June 1992

My Commission Expires: _____ Notary Public

OFFICIAL SEAL
PHILLIP N. SHAMES
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JAN. 9,1995

74-7801

AFFIDAVIT OF IDENTITY

THE STATE OF ILLINOIS

COUNTY OF COOK

KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, the undersigned authority, a Notary Public in and for Cook County, State of IL on this day personally appeared Alvin Josephine Lewis who stated on his/her oath as follows:

That my name is Josephine Lewis and I am one in the same person as Josephine R Lewis.

Alvin Lewis Josephine Lewis

SWORN TO AND SUBSCRIBED BEFORE ME THIS 30th DAY OF June 1992.

Phillip N. Shames
Notary Public in and for the
State of
County of
My commission expires:

OFFICIAL SEAL
PHILLIP N. SHAMES
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JAN. 9, 1993

OFFICIAL SEAL
PHILLIP N. SHAMES
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JAN. 9, 1993

92598637