92731020

DEPT-01 RECORDING $23.50
T#1111 TRAN 7655 10/01/92 13:42:00
#9020 # *-92-731020
COOK COUNTY RECORDER

(This space for Recorder's use only)

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, THAT Almeda Tillman

of 10430 S. Parnell (Address of Buyer) City of Chicago State of Illinois, Mortgagor(s)

MORTGAGE and WARRANT to Quarry Stone Co. (Seller)

of 4344 S. Wentworth Chicago, IL. 60609 (Seller's Address), Mortgagee,

to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith, in the amount of $ 4865.76 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 1/15/1995, the following described real estate, to wit:

Lot 1 in Block 20 in Teninga Brothers and Companys Fifth Bellevue Addition to Roseland, being a Subdivision in the NW¼ of Section 16, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
P.I.N. 25-16-111-022

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 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 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.

IT IS FURTHER EXPRESSLY PROVIDED AND AGREED, That Mortgagor(s) shall pay all taxes, assessments, insurance premiums, and prior liens that such mortgaged property may be subject to. In case Mortgagor(s) shall fail to pay such expenses, Mortgagee, at its option, may pay them and all sums of money so expended shall be repayable by Mortgagor(s) and such expenditures(s) shall be secured by this Mortgage. 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, assessments or prior mortgages 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, 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 24 day of November A.D., 19 91

Almeda Tillman (SEAL)
Mortgagor

92731020 (SEAL)
Mortgagor

(type or print names beneath signatures)

Person signing immediately below signs to subject his or her interests in the above described property, including any right to possession after foreclosure, to the terms of this mortgage and to waive his or her homestead exemption in the above described real estate. Person signing immediately below is not personally liable.

(SEAL)
Mortgagor

(type or print names beneath signatures)

STATE OF ILLINOIS
County of 92731020 } ss.

I, Howard Shapiro in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That Almeda Tillman

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) (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 21 day of November 19 91.

Howard Shapiro
Notary Public

My Commission Expires 4/11/94

"OFFICIAL SEAL"
Howard Shapiro
Notary Public, State of Illinois
My Commission Expires 4/11/96

DOCUMENT NUMBER

THIS INSTRUMENT WAS PREPARED BY
Name Howard Shapiro
Address 4344 S. Wentworth Chgo IL 60609

2350

REAL ESTATE MORTGAGE

TO

MAIL TO

Quality Stone Co.
4344-50 S. Wentworth
Chicago, IL 60609
(312) 285-1700

Date:

After recording mail to:

92731020

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.

______________________ (Seller's name)

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.

92731020

____
Notary Public

My Commission Expires ______________________

92731020