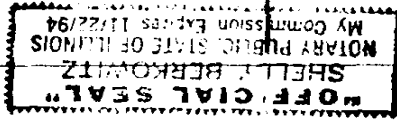


UNOFFICIAL COPY

ILLINOIS 18 MR-MSA
Form 013 5256 6-90



Name _____
Address _____
City _____ State _____ Zip _____

THIS INSTRUMENT WAS PREPARED BY _____
Notary Public _____
My Commission Expires _____

Official seal this _____ day of _____ 1994

STATE OF ILLINOIS
County of _____
I, JOSE RIVERA,
do hereby certify that _____
(type or print names beneath signature)

Person signing immediately below signs to subject his or her interests in the above described property, including any right of 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.

Mortgage _____
(type or print name beneath signature)

Mortgage _____
(type or print name beneath signature)

DATED, This 7th day of November, A.D. 1991

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 other liens, then there shall be paid the unpaid balance of said contract whether due and payable by the terms thereof or not.

IT IS FURTHER EXPRESSLY PROVIDED AND AGREED THAT (Mortgagee) shall pay all taxes, assessments, insurance premiums, and other fees that such mortgaged property may be subject to in case (Mortgagee) shall fail to pay such expenses. Mortgagee, at its option, may pay them and all sums of money so expended shall be repayable by (Mortgagee) and such expenditures 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 other 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 upon and upon the premises hereby granted, or any part thereof, and to receive and collect all rents, issues and profits thereof.

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, 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 or agreement executed by the person to whom the Mortgage 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.

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, 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 or agreement executed by the person to whom the Mortgage 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.

IT IS FURTHER EXPRESSLY PROVIDED AND AGREED THAT (Mortgagee) shall pay all taxes, assessments, insurance premiums, and other fees that such mortgaged property may be subject to in case (Mortgagee) shall fail to pay such expenses. Mortgagee, at its option, may pay them and all sums of money so expended shall be repayable by (Mortgagee) and such expenditures 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 other 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 upon 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 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 7th day of November, A.D. 1991

THIS INDENTURE WITNESSETH, THAT
JOSE RIVERA
City of _____ State of Illinois, Mortgagee(s)

MORTGAGE and WARRANT to
H.C.P. Sales
City of _____ State of Illinois, Mortgagee(s)

of 3101 N. Cicero, Chicago, IL, 60641
Mortgagee.

to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith in the amount of \$ 8336.80, payable to the order of and delivered to the Mortgagee, in and by which the Mortgagee promises to pay the contract and interest at the rate and in installments as provided in said Contract with a final payment due on 11-7-96

the following described real estate, to wit:

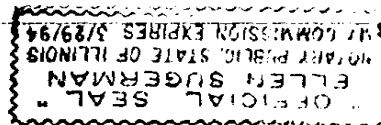
Lot 37 in D.F. Jacobs Subdivision of Block 3 of
Jacob's Subdivision of the South 16 2/3 Acres
of the East 1/3 of the West 1/2 of the Northeast 1/4 of
Section 35, Township 40 North, Range 13, East of the
Third Principal Meridian
P.I.D. 13-33-008
C.K.A. 3417 Mc Clean
Cook

DEPT-01 RECORDING \$23.50
143333 TRAN 6885 01/09/92 15:10:00
\$0044 * -92-015285
COUNTY RECORDER
92015285

DEPT-01 RECORDING \$23.50
143333 TRAN 6885 01/09/92 15:10:00
\$0041 * -92-015285
COUNTY RECORDER
92015285

UNOFFICIAL COPY

520210705



Property of Cook County Clerk's Office

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

It any, is the seal of the corporation. and was authorized to execute the said assignment and the seal affixed thereto, the within assignment, and acknowledged that he/she executed the same, as his/her free and voluntary act of the known or proven to me to be the person whose name is subscribed to

On this 26th day of December, 1991, there personally appeared before me Harold Keller, County of Cook, State of IL

ACKNOWLEDGMENT

By Harold Keller Title President H.C. I. Sales, Inc. (Seller's name)

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.

ASSIGNMENT

REAL ESTATE MORTGAGE

Date: 02281990

TO

After recording mail to

Place below for Recorder's use only

STREET PROPERTY SERVICES, INC
c/o THE P. SALES
310 N. CLEVELAND
CHICAGO, IL