

If not prohibited by law or regulation, this mortgage and all sums hereby secured shall become due and payable at the option of the Mortgagee and without notice to the Mortgagor with or without the conveyance of the Mortgagor's title to all or any portion of said mortgaged property and premises upon the making of such title in any manner by persons or entities other than, or with, the Mortgagor unless the purchase or refinancing assumes the indebtedness secured hereby with the consent of the Mortgagee.

**UNOFFICIAL COPY**

And said Mortgagor further agrees that in case of default in the payment of the interest on said contract when it becomes due and payable it shall bear like interest with the principal of said contract.

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And it is further expressly agreed by and between said Mortgagor and Mortgagee, that if default be made in the payment of said contract or in any of them or any part thereof, or the interest thereon, or any part thereof, when due, or in case of a breach in any of the covenants, or agreements herein contained, or in case said Mortgagee is made a party to any suit by reason of the existence of this mortgage, then or in any such cases, said Mortgagor shall at once owe said Mortgagee reasonable attorney's or solicitor's fees for protecting its interest in such suit and for the collection of the amount due and secured by this mortgage, whether by foreclosure proceedings or otherwise, and a lien is hereby given upon said premises for such fees, and in case of foreclosure hereof, a decree shall be entered for such reasonable fees, together with whatever other indebtedness may be due and secured hereby.

And it is further mutually understood and agreed, by and between the parties hereto, that the covenants, agreements and provisions herein contained shall apply to, and, as far as the law allows, be binding upon and be for the benefit of the heirs, executors, administrators and assigns of said parties respectively.

In witness whereof, the said Mortgagor ha hereunto set \_\_\_\_\_ hand \_\_\_\_\_ and seal \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Signatures)

STATE OF ILLINOIS, County of \_\_\_\_\_ ss:  
I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify that the Mortgagors,

personally known to me to be the same persons whose names subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and \_\_\_\_\_ seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_

My commission expires \_\_\_\_\_ Notary Public

**TRANSFER AND ASSIGNMENT**  
DEPT 01 RECORDING 223.50  
T#8888 TRAM 3034 07/24/93 10:28:00  
#5819 # \* -93-766932  
COOK COUNTY RECORDER

STATE OF ILLINOIS )  
) ss:  
COUNTY OF COOK )

For value received the undersigned hereby transfers, assigns and conveys unto ACCESS MORTGAGE & FINANCIAL SERVICES INC.

all right, title, interest, powers and options in, to and under the within mortgage from Paul Carter & Alicia Moreno to ENERGY CRAFT WINDOW CO.

(Buyer/Mortgagors) (Seller)  
as well as to the land described herein and the indebtedness secured thereby. In witness whereof the undersigned has hereunto set his hand and seal, this 28th day of June, 1993.

Witnessed by: ENERGY CRAFT WINDOW CO. (Seal)  
(Seller)

Dennis Stock By James Parrilli (T) President

STATE OF ILLINOIS )  
) ss:  
COUNTY OF COOK )

Personally appeared James Parrilli of \_\_\_\_\_  
(Seller's Employee Signing Assignment)  
Chicago, Il., signer and sealer of the foregoing instrument and  
(Seller's City/Town)

acknowledged the same to be his/her free act and deed and the free act and deed of said ENERGY CRAFT WINDOW CO.  
(Seller's Name)  
before me.

" OFFICIAL SEAL "  
DENNIS E. STOCK  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 6/12/94

Dennis Stock  
Notary Public

223.50  
E

REAL ESTATE MORTGAGE

DO NOT WRITE IN ABOVE SPACE

TO

Mail to:

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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## EXHIBIT "A"

SITUATED IN THE COUNTY OF COOK, AND THE STATE OF ILLINOIS, AND IS FURTHER DESCRIBED AS FOLLOWS:

LOT 35 (EXCEPT THE SOUTH 3.5 FEET) AND THE SOUTH 7.98 FEET OF LOT 36 IN BLOCK 1 IN EBERHARTS, ROBINSON AND GOODS SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office

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