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

93254277

ILLINOIS MORTGAGE AND ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS

That the undersigned

MICHAEL C. COLES AND LINDA H. COLES

(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 AMRE INC. AN AUTHORIZED SEARS CONTRACTOR (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 8 IN BLOCK 79 TENINGA BROTHERS AND COMPANY'S 5TH BELLEVUE ADDITION TO ROSELAND, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 37N, RANGE 14 EAST OF THE 3RD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PROPERTY RECORDS TRUST CO. CHICAGO ILL. 60628 \$23.50 3533 04/06/93 15:23:00 46267-# 53-254277 COOK COUNTY RECORDER

PIN # 25-16-111-058

93254277

Address of Property 10456 S. NORMAL CHICAGO IL 60628

To have and to hold the same unto Mortgagee and unto its successors and assigns forever, together with all appurtenances thereto 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 TWO THOUSAND EIGHT HUNDRED EIGHTY AND 00/100 Dollars (\$ 2880.00), evidenced by one promissory note of even execution date, in the sum of \$ 2880.00 bearing interest from date until due as provided in the Retail Installment Contract, Note and Disclosure Statement (the "Note"), payable in 84 equal successive monthly installments of \$ 57.19 each, except the final installment due FEB. 11, 2000 which shall be 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 in any of the covenants herein contained, then at the option of Mortgagee, its assigns, or the holders of said indebtedness, if 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)

Handwritten signatures and notations, including a circular stamp and the number 1033.50E.

NOTE: This document is a mortgage which gives you a lien on your property. The mortgage is taken as collateral for the loan. It is under your obligation to read the mortgage contract.

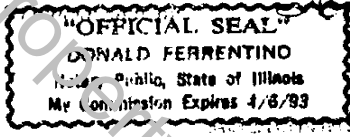
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IN TESTIMONY WHEREOF, the signature of Mortgagor is hereunto affixed this 26th day of October 1992. Prepared by: AMRE INC. AN AUTHORIZED SEARS CONTRACTOR 8585 N STEMMONS DALLAS TX 75247

MICHAEL C. COLES MICHAEL C. COLES LINDA H. COLES

ACKNOWLEDGEMENT

STATE OF ILLINOIS COUNTY OF COOK } 99 I, DONALD FERRENTINO a Notary Public in and for said county and state, do hereby certify that MICHAEL C. COLES & LINDA H. COLES personally known to me to be the same persons whose names are subscribed to the foregoing mortgage, appeared before me this day person, and acknowledged that they signed and delivered the said instrument as his and their free, voluntary act, for the uses and purposes therein set forth.



Given under my hand and official seal, this 26th day of October 1992. My Commission Expires: 4/8/93

KNOW ALL MEN BY THESE PRESENTS, that the undersigned for, fully sufficient consideration, have granted, sell, assign, transfer, set over and convey to EMPIRE CURTAIN CORE, Inc. all of the foregoing Mortgage, and the lien thereon, including the real, adverse, and all other liens thereon.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 20th day of November 1992. AMRE, INC. Diana Uran Asst. Secretary (CORPORATE ACKNOWLEDGEMENT)

STATE OF TEXAS COUNTY OF DALLAS } On November 20 1992 before me, the undersigned with only person, appeared Diana Uran to me known to be the Asst. Secretary

and known to be the duly authorized officer of the said corporation, and he or she acknowledged that he or she had instructed in the act and deed of said corporation to be executed as such officer in the nature of a duly official and the day and year last above written. My Commission Expires 2/7/93 Karyn J. Israel Karyn J. Israel (INDIVIDUAL ACKNOWLEDGEMENT)

STATE OF ILLINOIS COUNTY OF } I, a Notary Public in and for said county and state, do hereby certify that personally known to me to be the same persons whose names are subscribed to the foregoing mortgage, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as his and their free, voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this day of 1992. My Commission Expires Notary Public

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