

71396

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT EDDIE L. CLEAVES JR. & JOHNNIE MILLER CLEAVES (Husband and wife) (single man) (single woman) MILLER CLEAVES

of 7639 S. LUELLA City of CHICAGO State of Illinois Mortgagee(s)

MORTGAGE and WARRANT to 2ND CITY CONSTRUCTION CO., INC. of 3006 W. DIVERSEY, CHICAGO, IL. Mortgagee

94663481

to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith, in the amount of \$ 12,725.16 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 of the balance due on the following described real estate, to wit

LOT 10 IN THE RESUBDIVISION OF LOTS 29 TO 40 INCLUSIVE IN BLOCK 1 IN BOYD AND HALLS SUBDIVISION OF THE NORTH 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

DEPT-01 RECORDING \$23.50  
T#9999 TRAN 4834 07/28/94 13:49:00  
#3519 DW \*-94-663481  
COOK COUNTY RECORDER

PERMANENT REAL ESTATE INDEX NUMBER 20-25-413-036  
ADDRESS OF REAL ESTATE 7639 S. LUELLA CHICAGO, ILLINOIS 60649

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, 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. The following types of transfers will not give Mortgagee the right to require immediate payment in full:

- (a) the creation of liens or other claims against the property which are inferior to this Mortgage;
- (b) a transfer of rights in household appliances to a person who provides the Mortgagor with the money to buy these appliances in order to protect that person against possible losses;
- (c) a transfer of the land to surviving co-owners, following the death of a co-owner, when the transfer is automatic according to law;
- (d) leasing the property for three years or less, so long as the lease does not include an option to buy;
- (e) a transfer to Mortgagor's relative resulting from death of the Mortgagor;
- (f) a transfer where Mortgagor's spouse or children become owners of the property;
- (g) a transfer to Mortgagor's spouse resulting from a divorce decree, separation agreement, or property settlement agreement;
- (h) a transfer into an inter vivos trust in which the Mortgagor is and remains a beneficiary, so long as there is no transfer of rights of occupancy in the property.

IT IS FURTHER EXPRESSLY PROVIDED AND AGREED, That 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 or assessments 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, less unearned charges, 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 11 day of JUNE A D 19 94

Eddie L. Cleaves Jr. (SEAL) Mortgagee

Johnnie Miller Cleaves (SEAL) Mortgagee

STATE OF ILLINOIS }  
County of COOK } ss

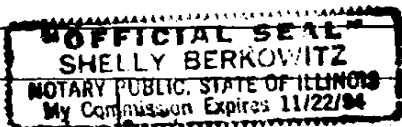
I, SHELLY BERKOWITZ in and for said County in the State aforesaid, DO HEREBY CERTIFY That EDDIE L. CLEAVES JR. & JOHNNIE MILLER CLEAVES

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

Shelly Berkowitz  
Notary Public

My Commission Expires \_\_\_\_\_



THIS INSTRUMENT WAS PREPARED BY

LUISA VEGA

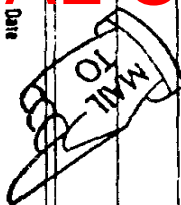
Name 3006 W. DIVERSEY

Address

DOCUMENT NUMBER

UNOFFICIAL COPY

REAL ESTATE MORTGAGE



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After recording mail to

Date

Space below for Recorder's use only

2nd CITY CONSTRUCTION CO., INC.  
3006 WEST DIVERSEY AVENUE  
CHICAGO, ILLINOIS 60647  
384-6300

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 \_\_\_\_\_ } ss.  
County of \_\_\_\_\_ }

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.

Notary Public

My Commission Expires \_\_\_\_\_

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