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3310 CG *74-727888
COOK COUNTY RECORDER

REAL ESTATE MORTGAGE

8208080283
SWS

THIS INDENTURE WITNESSETH, THAT John O. Barron & Eddie Lee Barron
of 5111 W Van Buren City of Chicago State of Illinois, Mortgagee(s)
MORTGAGE and WARRANT to Feldco Factory To You Home Products, Inc
at 7540 W Irving Park Road Norridge, IL 60634 Mortgagee.
to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith, in the amount of \$ 3938.00, 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 8-8-1978, the following described real estate, to wit
Lot 11 (except the West 8.17 foot) and the West 16.34 foot of lot 12, in Theodore J. Schorach's subdivision of lots 23 to 29, inclusive, in block 11, and lots 4 to 13, inclusive, in block 21, and lots 1 to 4, inclusive, in block 22 in Community subdivision of certain lots and parts of lots in the School Trustees subdivision of the North part of Section 18, Township 39, North, Range 13 East of the Third Principal Meridian.

P.I.N. 16-16-216-024

A/K/A: 5111 W. Van Buren Chicago IL 60644 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

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 thereon

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 30 day of June A.D. 19 94

John O. Barron (REAL)
Mortgagor
Eddie Lee Barron (SEAL)
Mortgagor
Eddie Lee Barron
(Type or print names beneath signatures)

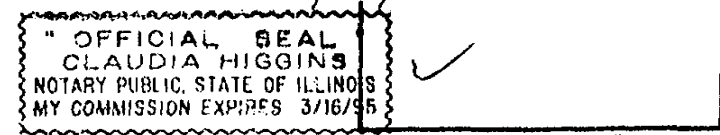
Person signing immediately below signs to subject his or her interests in the above described property, including any right to possession after foreclosure, to the terms of this mortgage and to waive his or her homestead exemption in the above described real estate. Person signing immediately below is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

STATE OF ILLINOIS }
County of Cook } ss.
I, Claudia Higgins in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That
John O. Barron AND Eddie Lee Barron

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 30 day of JUNE 19 94.

Claudia Higgins
Notary Public

My Commission Expires 3/16/95



THIS INSTRUMENT WAS PREPARED BY
Feldco - Claudia Higgins
Name
7540 W Irving Park Rd
Address
Norridge, IL 60634

DOCUMENT NUMBER

94727888

UNOFFICIAL COPY

REAL ESTATE MORTGAGE

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After recording read to:

EQUITY ONE, INC.
One National Plaza
1111 Plaza Drive - Suite 780
Schaumburg, IL 60173
(708) 995-9150

Check Deeds at Recorder's Office only

094-03237

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.

(Letter & 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.

Notary Public

My Commission Expires _____

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