

71447

9489311

(THIS SPACE FOR RECORDER'S USE ONLY)

THIS INDENTURE WITNESSETH, THAT COLE TAYLOR BANK AS TRUSTEE UNDER TRUST NUMBER 83037 DATED MARCH 9th, 1983 AND NOT INDIVIDUALLY (Husband and wife) (single man) (single woman)

City of CHICAGO State of Illinois Mortgagee(s)

CONVEY MORTGAGE and WARRANTY to 2ND CITY CONSTRUCTION CO., INC.

of 3006 W. DIVERSEY, CHICAGO, IL. Mortgagee

to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith in the amount of \$ 17,478.00

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 of the balance due on the following described real estate to wit

THE WEST 30 FEET OF THE EAST 130 FEET OF LOT 27 (EXCEPT THE SOUTH 8 FEET THEREOF) IN LOUIS H. STAFFORD'S SUBDIVISION OF LOT 16 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN

DEPT-01 RECORDING \$23.50
91111 TRAN 6769 10/19/94 12:54:00
3033 CG \*-94-893410
COOK COUNTY RECORDER

PERMANENT REAL ESTATE INDEX NUMBER 25-16-209-030
ADDRESS OF REAL ESTATE 41 W. 104TH PLACE, CHICAGO

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 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 1ST day of AUGUST A D 19 94 Cole Taylor Bank, as Successor Trustee to Drovers Bank of Chicago, as Trustee under Trust Agreement dated 03/09/83 and known as Trust No. 83037 and not individually, Vice President

See Trustee's exoneration rider attached hereto and made a part hereof.

Attest: Trust Officer

Martin S. Edwards (SEAL) Vice President

STATE OF ILLINOIS } ss
County of Cook

I, Linda L. Horcher, in and for said County, in the State aforesaid, DO HEREBY CERTIFY That Martin S. Edwards -Vice President and Mario V. Gotanco-Trust Officer of Cole Taylor Bank 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

My Commission Expires 9-18-98

Notary Public Linda L. Horcher
"OFFICIAL SEAL"
LINDA L. HORCHER
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 09/18/98



DOCUMENT NUMBER

Name Address

9489311

9489311

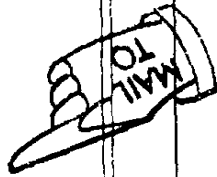
9489311

Handwritten signature/initials

# UNOFFICIAL COPY

REAL ESTATE MORTGAGE

10



Date

After recording mail to

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

Space below for Recorder's use only

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, there personally appeared before me \_\_\_\_\_

\_\_\_\_\_ known or proven in 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 \_\_\_\_\_

## MORTGAGE EXONERATION RIDER

The MORTGAGE is executed by COLE TAYLOR BANK, not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon vested in it as such Trustee (and said COLE TAYLOR BANK, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said COLE TAYLOR BANK personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressed or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Mortgage and by every person now or hereafter claiming any right or security hereunder, and that so far as the trustee and its successors and said COLE TAYLOR BANK personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.