T\$0004 TRAN 3685 09/15/93 08:45:00 *-95-620786 COOK COUNTY RECORDER

Return to: TMI FINANCIAL IN Texas 78746

ILLINOIS MORTGAGE AND ASSIGNMENT OF MORTGAGE

95620786

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DEPT-01 RECORDING

\$2432 \$ LF

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KNOW ALL MEN'BY THESE PRESENTS:	
That the undersigned These Bresien's:	
and	
hereinafter referred to as "Mortgagor" whether singular or plural) is and in consideration of the sum of One and No/100 Dollars (\$1.00)	سم د ا څخ
together with other good and valuable considerations, cash in hand	
DAID DU FILL COLF - SAMES AND C	
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	
is hereby acknowledged, do nereby grant, bargain, sell, convey and	
Warrant unto Mortgagee and unto its successors and asslone forever	

95620786

Address of propert

To have and to hold the same unto Mortgagee and unto its successors and assigns forever, the there with all appurtenances thereunto belonging, and all fixtures and equipment used or useful in connection with said property. Mortgager hereby covenants by and with Mortgagee that Mortgager will forever wantable and defend the title to said properties against any and all claims of any nature or kind whatsoever.

And we, the Mortgagor for and it, consideration of the considerations hareinbefore recited, do and hereby release and relinquish unto Mortgagee all our rights of dower, curted and homestead in and to the above-described lands.

This grant of Mortgage is on the condition that whereas Mortgaggr is justly indebted unto Mortgagee in the sum of A Fredu Thius And

HENDRED Dollars (\$ _/5,700,000), evidenced by one retail installment contract (the "Contract") of even execution of in the sum of \$ _/5,500,000 , bearing interest from da e until due as provided in the Contract, payable in _/4 equal successive monthly installments of \$ _227.500 , each, except the final installment, which shall be __each, except the final installment, which shall be balance then due on the Contract.

This instrument shall also secure the payment of any and all rendwais and/or extensions of said indebtedness, or according hereof together with any and all amounts that the Mortgage, now owes or may owe the Mortgages, 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 that may by Mortgagee be made to the Mortgager jointly and/or severally, either direct or any angles.

Mortgagor and Mortgagoe acknowledge and represent that a material part of the consideration for the indebtedness owed by Mortgagors to Mortgagoe 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 1.7 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 an solute discretion of Mortgagee, under the Mortgage and the indebtedness evidenced by the Contract to encumber shall be immediately due and payable on the election of Mortgagee regardless of the financial position (net worth) of the conceed transferce.

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 if required by Mortgagee to keep all buildings located upon the premises insured against loss or damage from fire, tomado and extended coverage insurance in a company and arrount acceptable to Mortgagee, with standard mortgage clause in favor of Mortgagee as its interest appears, and with adsquate flood coverage under the National Flood insurance Program, and pay the premiums thereon. If Mortgagor falls to pay any states 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 Contract.

In addition to pledging the property as hereinbefore mentioned, Mortgagor also hereby pledges any and all profits, rents and income accruing in connection with said property. 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 to any of the covenants herein contained, then at the option of Mortgagee, its assigns, or the holders of said indebtedness, it or they are hereby given the right of taking over said property, 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 fall or refuse to make any of the payments herein before recited, either principal, interest taxes or insurance premiums as same mature and become due and payable, then at the option of the Mortgagee, its assigns or the holders of the indebtedness, all the remaining unpaid portion thereof shall become due and payable, and the lient of this instrument subject to foreclosure by suit filled 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, the above conveyance shall be null and void; otherwise, to remain in full force and effect.

EFC-ILL 95 RE-CROER (713) 932-9855

Distribution Legend:

Assignee Original-White

Buyer's Copy-Yellow

Sollor's Copy-Pink

the following properties, situated in the County of __CoolC State of Illinois, to-wit:

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NOTE: This document is a morigage which gives your contract	nor and its assignees a security interest in your property. The
NOTE: This document is a mortgage which gives your contrac mortgage is taken as collateral for performance of your obliga IN TESTIMONY WHEREOF, the signature of Mortgagor	tions under your home improvement contract.
Prepared by:	Man Start
17 W 10 600 B MODE POLICE	And how of space (Mortgagor)
DAKBRIK BURNE VV.	·
	(Mortgagor)
am amplomized taxono i	EDGEMENT
COUNTY OF COOL	Lann. Buklin in and for said county and sents do haraby partific
that hatany Saintimes persona	Notary Public in and for said county and state, do hereby certify lly known to me to be the same person(s) whose name(s) is are
subscribed to the foregoing instrument, appeared before me th	is day in person, and acknowledged that he signed and
delivered the said instrument as his her their free valuatary act	day of Supe Ou 19 95
My Commission Exc 10, 111 10 11418, 211819 74 18 18 18 18 18 18 18 18 18 18 18 18 18	15090
	Notary Public
KNOW ALL MEN BY THESE PRESENTS, that the under	OF MORTGAGE rsigned for legally sufficient consideration, receipt of which is
hereby acknowledged, does hereby grant, sell, assign, transfe Plaza on the Lake. Suite 380, Austin, Texas 78746-1050 its	rsigned for legally sufficient consideration, receipt of which is r, set over and convey to EMPIRE FUNDING CORP., 5000 successors and assigns, the foregoing Mortgage, and the lien
thereof encumbering the real property described therein.	cuted by the undersignative of 7/2 / 19 95
IN WITNESS, WHEREOF, the a present thresheen exe	cuted by the indesigned as of the first of t
SAANDI ELLEN BEGUNT ?	The North
NOTARY PUBLIC STATE OF ILLIMOIS \$	By: Soller")
My Commission Explies ammission (spires 11/15/90)	Notary Public
STATE OF ILLINOIS C. of	(CORPORATE ACKNOWLEDGEMENT)
COUNTY OF	27171/10/14
to me knownto M the OFREST ELECTION ALL ST	au hority personally appeared with the first who as such officer
of said corporation, electricity he same, and he she acknowled	ged offore me that said instrument is the act and deed of said office for the purposes and consideration therein expressed.
corporation in the state of the control of the cont	above writes
My Commission Expires:	Notary Public
COLUMN OF WALKINGTON	UNDIVIDUAL ACKNOWLEDGEMENT)
STATE OF ILLINOIS COUNTY OF ss.	
that	lotary Public in and for said county and state, do hereby certify personally known to me to be the same person(s) whose
that subscribed to the foregoing instrum thathesigned and delivered the said instrument as	ent, appeared before me this day in person, and acknowledged
forth.	nee voidinary act, for the uses and purposes therein set
forth. Given under my hand and official seal, thisday of My Commission Expires:)f19
ASSIGNMENT (DF MORTGAGE
KNOW ALL MEN BY THESE PRESENTS, that Empire I which is hereby acknowledged, does hereby grant, sell, assig	n, transfer, set over and convey to TMI Financial, Inc., 5000
which is hereby acknowledged, does hereby grant, sell, assig Plaza on the Lake, Suite 100, Austin, Texas 78746-1050 its sthereof encumbering the real property described therein.	successors and assigns, the foregoing Mortgage, and the lien
IN WITNESS WHEREOF, these presents have been exe	cuted by the undersigned as of19
(SEAL)	EMPIRE FUNDING CORP.
	By:("Seller")
My Commission Expires:	("Seller")
My Commission Expires:	Notary Public
STATE OF ILLINOIS SS. On, 19 before me, the undersigned a	authority personally appeared
to me known to be theofofof said corporation, executed the same, and he/she acknowledged	and known to me to be the person who as such officer
corporation byexecuted as such	officer for the purposes and consideration therein expressed.
WITNESS, my hand and official seal the day and year last a	adove written.
My Commission Expires:	Notary Public

UNOFFICIAL COPY

LOF 45 IN BLOCK 7 IN HERRON'S SUBDIVISION OF 50 ACRES OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS. PIN/20-30-114-004

Property of County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clark's Office