

# UNOFFICIAL COPY

REAL ESTATE MORTGAGE

95841164

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT Robert Maranda & Bonnie Maranda  
 of 408 Thelma Court City of Wheeling State of Illinois, Mortgagor(s)  
 MORTGAGE and WARRANT to Thermo-Suited Co.  
 of 160 Lexington Building, Chicago, IL 60609 Mortgagee,  
 to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith, in the amount of \$ 9000.00 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 November 10, 2005 the following described real estate, to wit:  
 Lot 60 in Poplar Grove subdivision being a subdivision in the Southwest  
 1/4 in the Northwest 1/4 of section 10, township 42 North, range 11, East  
 of the third principal meridian, according to the Plat thereof recorded  
 June 5, 1957 as document No. 16922627, in Cook County, Illinois.

PIN # 03-10-114-011 A/K/A 408 Thelma Court, Wheeling, IL 60090 123.50  
 1:5555 IRAN 2790 12/04/95 15:50:00  
 17271 J.J. \*95-841164  
 COOK COUNTY RECORDER

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 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 3rd day of September, A.D., 19 95

Robert E. Maranda (SEAL)  
 Mortgagor Robert Maranda

Bonnie Maranda (SEAL)  
 Mortgagor Bonnie Maranda  
 (type or print names beneath signature)

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.

95841164

Mortgagee (SEAL)  
 OFFT-101 PENALTY  
 (type or print names beneath signatures) \$20.00

STATE OF ILLINOIS Lake ) ss.  
 County of \_\_\_\_\_

I, Robert E. Maranda in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That

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 3rd day of September, 1995.

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



DOCUMENT NUMBER

THIS INSTRUMENT WAS PREPARED BY

Equity One, Inc.  
 Name  
1111 Plaza Dr Ste 780  
 Address  
Schaumburg IL 60173

\$23.50  
 \$21.00 P  
 \$43.50  
 JHC

# UNOFFICIAL COPY

DM-032317

Place Below for Recorder's use only

EQUITY ONE  
One National Plaza  
1111 Plaza Drive - Suite 760  
Schaumburg, IL 60173  
630-295-1150



Date

TO

REAL ESTATE MORTGAGE

### ASSIGNMENT

The undersigned, for value received, does hereby grant, bargain, sell, assign, transfer and set over to EQUITY ONE 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.

THOMAS SHILOW  
(Assignor's Name)

By

[Signature]

Title

President

### ACKNOWLEDGMENT

STATE OF

IL

County of

LAKE

ss.

On this

10

day of

November

19

85

there personally appeared before me

JOEL KRON

, 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 President 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 herewith set my hand and official seal.

Notary Public, State of Illinois

My Commission Expires: 11/11/87

[Signature]  
Notary Public

Commission Expires: \_\_\_\_\_

95841164