

# UNOFFICIAL COPY

85-41722

Return to: TMI FINANCIAL INC., 5000 Plaza on the Lake #100, Austin, Texas 78746

## ILLINOIS MORTGAGE AND ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned LAURO GUTIERREZ and MARCELINA GUTIERREZ spouse (hereinafter referred to as "Mortgagor" whether singular or plural) for and in consideration of the sum of One and No/100 Dollars (\$1.00) together with other good and valuable considerations, cash in hand paid by A-C-S SALES INC. (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, the following properties, situated in the County of COOK State of Illinois, to-wit:

95901326

Address of property 3637 S. Rockwell  
Chicago Illinois 60627

DEPT-01 RECORDING \$25.50  
T#6666 TRAN 5037 12/28/95 13:30:00  
#8443 + VF \*-95-901326  
COOK COUNTY RECORDER

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

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

This grant of Mortgage is on the condition that whereas Mortgagor is justly indebted unto Mortgagee in the sum of NINE THOUSAND TWO HUNDRED

Dollars (\$ 9200.00), evidenced by one retail installment contract (the "Contract") of even execution date, in the sum of \$ 9200.00, bearing interest from date until due as provided in the Contract, payable in 120 equal-successive monthly installments of \$ 178.33 each, except the final installment; which shall be the balance then due on the Contract.

This instrument shall also secure the payment of any and all renewals and/or extensions of said indebtedness, or any portion hereof together with any and all amounts that the Mortgagor now owes or may owe the Mortgagee, 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 Mortgagor jointly and/or severally, either direct or by endorsement.

Mortgagor and Mortgagee acknowledge and represent that a material part of the consideration for the indebtedness owed by Mortgagors to Mortgagee 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 the 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 at sole discretion of Mortgagee, such sale, transfer, encumbrance, contract of sale, contract to transfer or contract to encumber shall constitute a default under the Mortgage and the indebtedness evidenced by the Contract hereinabove described shall be immediately due and payable on the election of Mortgagee regardless of the financial position (net worth) of the proposed transferee.

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, tornado and extended coverage insurance in a company and amount acceptable to Mortgagee, with standard mortgage clause in favor of Mortgagee as its interest appears, and with adequate flood coverage under the National Flood Insurance Program, and pay the premiums thereon. If Mortgagor fails to pay any such taxes 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 fail 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 lien of this instrument subject to foreclosure by suit filed 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.

L-G Initial MB  
25/30  
95

# UNOFFICIAL COPY

NOTE: This document is a mortgage which gives your contractor and its assignees a security interest in your property. The mortgage is taken as collateral for performance of your obligations under your home improvement contract.

IN TESTIMONY WHEREOF, the signature of Mortgagor is hereunto affixed this, the 11 day of JUNE, 1995  
Prepared by:

Laura Gutierrez (Mortgagor)  
Marcelina Gutierrez (Mortgagor)

### ACKNOWLEDGEMENT

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

I, Gregg Scott, a Notary Public in and for said county and state, do hereby certify that Laura Gutierrez 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 she signed and delivered the said instrument as her free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 11 day of JUNE, 1995  
My Commission Expires 9/7/98 Gregg Scott Notary Public

### ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned for legally sufficient consideration, receipt of which is hereby acknowledged, does hereby grant, sell, assign, transfer, set over and convey to EMPIRE FUNDING CORP., 5000 Plaza on the Lake, Suite 380, Austin, Texas 78746-1050 its successors and assigns, the foregoing Mortgage, and the lien thereof encumbering the real property described therein.

IN WITNESS WHEREOF, these presents have been executed by the undersigned as of 9/12, 1995

(SEAL) RANDI ELLEN BROWN  
NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires 11/15/98

By: HCP Sales, Inc.  
Ellen Harkit ("Seller")  
Randi Ellen Brown Notary Public

### (CORPORATE ACKNOWLEDGEMENT)

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

On 9/12, 1995 before me, the undersigned authority personally appeared Ellen Harkit to me known to be the authorized officer of HCP Sales, Inc. and known to me to be the person who as such officer of said corporation, executed the same, and he/she acknowledged before me that said instrument is the act and deed of said corporation, executed as such officer for the purposes and consideration therein expressed.

WITNESS, my hand and official seal the day and year last above written.  
My Commission Expires: 11/15/98 Randi Ellen Brown Notary Public

### (INDIVIDUAL ACKNOWLEDGEMENT)

STATE OF ILLINOIS }  
COUNTY OF \_\_\_\_\_ } ss.

I, \_\_\_\_\_, a Notary Public in and for said county and state, do hereby certify that \_\_\_\_\_ personally known to me to be the same person(s) whose name(s) \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as \_\_\_\_\_ free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_ Notary Public

### ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that Empire Funding Corp. for legally sufficient consideration, receipt of which is hereby acknowledged, does hereby grant, sell, assign, transfer, set over and convey to TMI Financial, Inc., 5000 Plaza on the Lake, Suite 100, Austin, Texas 78746-1050 its successors and assigns, the foregoing Mortgage, and the lien thereof encumbering the real property described therein.

IN WITNESS WHEREOF, these presents have been executed by the undersigned as of \_\_\_\_\_, 19\_\_\_\_.

(SEAL) \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

EMPIRE FUNDING CORP.  
By: \_\_\_\_\_ ("Seller")  
Notary Public

STATE OF ILLINOIS }  
COUNTY OF \_\_\_\_\_ } ss.

On \_\_\_\_\_, 19\_\_\_\_ before me, the undersigned authority personally appeared \_\_\_\_\_ to me known to be the \_\_\_\_\_ of \_\_\_\_\_ and known to me to be the person who as such officer of said corporation, executed the same, and he/she acknowledged before me that said instrument is the act and deed of said corporation by \_\_\_\_\_ executed as such officer for the purposes and consideration therein expressed.

WITNESS, my hand and official seal the day and year last above written.  
My Commission Expires: \_\_\_\_\_ Notary Public

95901336

# UNOFFICIAL COPY

THAT PART OF LOTS 12 TO 15 BOTH INCLUSIVE AND LOT 16 (EXCEPT THE EAST 9 FEET THEREOF) IN BLOCK 13 TAKEN AS A TRACT, LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS; BEGINNING AT A POINT ON THE WEST LINE OF SAID TRACT, SAID POINT BEING 22 FEET 4 3/4 INCHES SOUTH OF THE NORTHWEST CORNER OF SAID TRACT; THENCE EAST ON A LINE TO A POINT IN THE EAST LINE OF SAID TRACT, SAID POINT BEING 20 FEET 11 1/2 INCHES SOUTH OF THE NORTHWEST CORNER OF SAID TRACT; LYING NORTH OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID TRACT, SAID POINT BEING 36 FEET 3 1/8 INCHES SOUTH OF THE NORTHWEST CORNER OF SAID TRACT; THENCE EAST ON A TO A POINT IN THE EAST LINE OF SAID TRACT; SAID POINT BEING 35 FEET 5 1/8 INCHES SOUTH OF THE NORTHEAST CORNER OF SAID TRACT IN FIRST ADDITION TO SHELDON HEIGHTS WEST, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN#25-20-205-043

Property of Cook County Clerk's Office

95961308

UNOFFICIAL COPY

Property of Cook County Clerk's Office

959X 1326