

REAL ESTATE MORTGAGE
71600

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95225717

(This space for Recorder's use only)

THIS INSTRUMENT WITNESSETH, THAT ANITA ADAMS (Husband and wife) (single man) (single woman)

of 7610 S. LOOMIS City of CHICAGO State of Illinois Mortgagee(s)

MORTGAGE and WARRANT 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 \$ 21,780.00 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

LOT 4 IN AUGUST BERKE'S SUBDIVISION OF BLOCK 22 IN JONES SUBDIVISION OF THE WEST 1/2 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY RECORDER JESSE WHITE ROLLING MEADOWS

03-29-95 14:37 RECORDING 23.00 MAIL 0.50 # 95225717

PERMANENT REAL ESTATE INDEX NUMBER 20-29-306-029 ADDRESS OF REAL ESTATE 7610 S. LOOMIS CHICAGO, ILLINOIS 60620

located 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, 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 obligations, 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 27th day of MARCH A D 19 95 Anita B. Adams (SEAL) Mortgagee

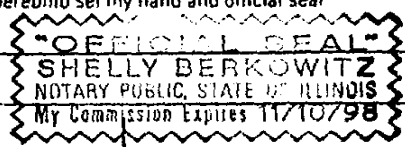
STATE OF ILLINOIS } County of COOK } ss

I, SHELLY BERKOWITZ in and for said County in the State aforesaid, DO HEREBY CERTIFY That ANITA ADAMS

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



Shelly Berkowitz Notary Public

THIS INSTRUMENT WAS PREPARED BY

S BERKOWITZ Name

4747 PETERSON Address

95225717

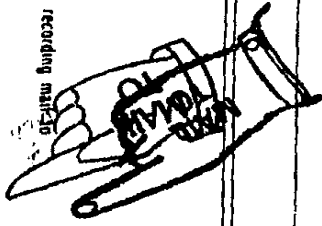
DOCUMENT NUMBER

23.50 KB

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REAL ESTATE MORTGAGE

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Date

After recording mark

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 Instalment 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 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 _____

95225717

George H. Ryan
Secretary of State
Department of Business Services
Springfield, IL 62756
Telephone (217) 782-1832

FILED

MAR 13 1995

GEORGE H. RYAN
SECRETARY OF STATE

SUBMIT IN DUPLICATE

This space for use by
Secretary of State

Date 3-13-95
Franchise Tax \$
Filing Fee \$ 25
Penalty \$
Approved: [Signature]

Remit payment in check or money order, payable to "Secretary of State."

1. CORPORATE NAME: ORIGINAL CONCRETE OF INDY, INC. (Note 1)

2. MANNER OF ADOPTION AND TEXT OF AMENDMENT:

The following amendment of the Articles of Incorporation was adopted on January 30, 1995 in the manner indicated below. ("X" one box only)

By a majority of the incorporators, provided no directors were named in the articles of incorporation and no directors have been elected; or by a majority of the board of directors, in accordance with Section 10.10, the corporation having issued no shares as of the time of adoption of this amendment; (Note 2)

By a majority of the board of directors, in accordance with Section 10.15, shares having been issued but shareholder action not being required for the adoption of the amendment; (Note 3)

By the shareholders, in accordance with Section 10.20, a resolution of the board of directors having been duly adopted and submitted to the shareholders. At a meeting of shareholders, not less than the minimum number of votes required by statute and by the articles of incorporation were voted in favor of the amendment; (Note 4)

By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with Section 7.10; (Note 4)

By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by all the shareholders entitled to vote on this amendment. (Note 4)

When amendment effects a name change, insert the new corporate name below. Use Page 2 for all other amendments.

Article I: The name of the corporation is:

RESOLVED that the name of the Corporation be and is hereby changed to ORIGINAL CONCRETE OF HOUSTON, INC. (NEW NAME)



Baker and Schwartz - DAW
365 W. Dundee Rd. #200
Buffalo Grove, IL 60089
(708) 541-8800 Atty. No.

All changes other than name, include on page 2 (over)

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3. The manner in which any increase, recalculation or cancellation of or issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, provided for or effected by this amendment, is as follows: (If not applicable, insert "No change")

N/A

4. (a) The manner in which said amendment effects a change in the amount of paid-in capital (Paid-in capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) is as follows: (If not applicable, insert "No change")

COOK COUNTY

03-30-95 09:36

RECORDER

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MAIL 0.50

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N/A

(b) The amount of paid-in capital (Paid-in Capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) as changed by this amendment is as follows: (If not applicable, insert "No change")

	Before Amendment	After Amendment
Paid-in Capital	\$ _____	\$ _____

(Complete either item 5 or 6 below)

5. The undersigned corporation has caused this statement to be signed by its duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true.

ORIGINAL CONCRETE OF INDY, INC.

Dated January 30, 19 95

attested by

Jacqueline E. Hoyer
(Signature of Secretary or Assistant/Secretary)
Jacqueline E. Hoyer

(Type or Print Name and Title)

by

Harvey V. Hoyer
(Signature of President or Vice President)
Harvey V. Hoyer

(Type or Print Name and Title)

6. If amendment is authorized by the incorporators, the incorporators must sign below.

OR

If amendment is authorized by the directors and there are no officers, then a majority of the directors or such directors as may be designated by the board, must sign below.

The undersigned affirms, under the penalties of perjury, that the facts stated herein are true.

Dated _____, 19 _____

_____	_____
_____	_____
_____	_____
_____	_____

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