

# UNOFFICIAL COPY

95314631

REAL ESTATE MORTGAGE

DEPT-01 RECORDING \$23.50  
137777 TRAN 1463 05/12/95 15:27:00  
63627 \* BK \* - 95 - 314631  
COOK COUNTY RECORDER

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT Luther Chambers & Lucille Chambers  
of 10006 S. Eggleston City of Chicago State of Illinois, Mortgagor(s)  
MORTGAGE and WARRANT to Falco Factory, To You Home Products, Inc  
of 7540 W. Irving Park Road, Skokie, IL 60074 Mortgagee,  
to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith, in the amount of \$ 9344.00 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 March 28, 1999, the following described real estate, to wit

Lot 15 in George M. Collin's subdivision of blocks 3 and 4 of Fernwood Park subdivision  
of east quarter of the southwest quarter of section 9, town 37 north, range 14, east of  
the third principal meridian, in Cook County Illinois.

P.I.N. 25-09-314-025

A/K/A 10006 S. Eggleston Chicago IL 60628

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 obtain 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 30 day of JANUARY A.D., 19 95

Luther Chambers (SEAL)  
Mortgagor

Lucille Chambers (SEAL)  
Mortgagor

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.

Luther Chambers (SEAL)  
Mortgagor

(type or print names beneath signatures)

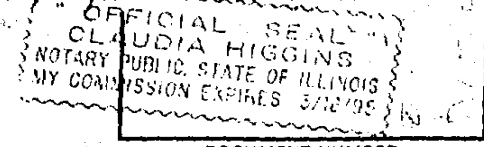
STATE OF ILLINOIS  
County of Cook ss.

I, Claudia Higgins  
Luther & Lucille Chambers  
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. MY WITNESS WHEREOF, I hereunto set my hand and  
official seal this 30 day of JANUARY 19 95

Claudia Higgins  
Notary Public

My Commission Expires 3/12/95



THIS INSTRUMENT WAS PREPARED BY

Dawn Nemoy  
Name

1111 Plaza Dr, Ste 780 Schaumburg  
Address

DOCUMENT NUMBER

UNOFFICIAL COPY

DLR-532377

Space Given for Recorder's Use Only

After recording mail to:

11-04-1980

REAL ESTATE MORTGAGE

TO

Property of Cook County Clerk's Office

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 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 \_\_\_\_\_

95314631

Equity - One  
one  
one  
Schauburg  
National Plaza  
DR  
Sto, 780  
IL 60173