

# UNOFFICIAL COPY

95351774

REAL ESTATE MORTGAGE

. DEPT-01 RECORDING \$23.50  
 . T#0008 TRAN 4258 05/31/95 12:43:00  
 . #5783 # JB #-95-351774  
 . DEPT-01 PENALTY RECORDER \$20.00  
 . R DEPT-10 PENALTY \$20.00  
 . T#0008 TRAN 4259 05/31/95 12:44:00  
 . #5784 # JB #-95-351774  
 . COOK COUNTY RECORDER

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT Andrew McPherson & Beth McPherson  
 of 1108 E. Cooper Dr. City of Palatine State of Illinois, Mortgagor(s)

MORTGAGE and WARRANT to Cambridge Construction Inc.  
 of 16 Prosper Ct. Unit 1 Lake In The Hills IL 60102 Mortgagee.

to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith, in the amount of \$ 15,168.26 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 \_\_\_\_\_, the following described real estate, to wit:

Lot 10 in Virginia Lake Subdivision Unit Number 3, being a subdivision of part of the south west 1/4 and part of the south east 1/4 of section 12, township 42 north, Range 10 east of the third principal meridian, in Cook County Illinois.

P.I.N. 02-12-308-013

A/K/A 1108 E. Cooper Dr. Palatine IL

. DEPT-01 RECORDING \$0.50  
 . T#0008 TRAN 4262 05/31/95 12:50:00  
 . #5787 # JB #-95-351774  
 . 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 2nd day of May A.D., 19 95

X Andrew McPherson (SEAL)  
 Mortgagor  
 X Beth McPherson (SEAL)  
 Mortgagor  
 (Type or print names beneath signatures)

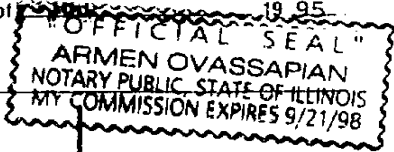
Person signing immediately below signs to subject his or her interests in the above described property, including any right to possession after foreclosure, to the terms of this mortgage and to waive his or her homestead exemption in the above described real estate. Person signing immediately below is not personally liable.

\_\_\_\_\_ (SEAL)  
 Mortgagor  
 (Type or print names beneath signatures)

STATE OF ILLINOIS  
 County of Cook } ss

I, Armen Ovassapian in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That

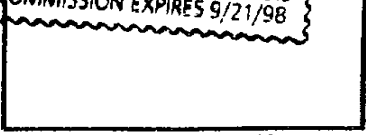
Andrew McPherson and Beth Marie McPherson, his wife as joint tenants personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (they) (he) (she) signed, sealed and delivered the said instrument 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 2nd day of May, 19 95.



\_\_\_\_\_  
 Notary Public

T-24.00  
 P-20.00  
 44.00

THIS INSTRUMENT WAS PREPARED BY  
Dawn Nemoy  
 Name  
1111 Plaza Dr. Ste 780 Schg, IL 60173  
 Address



DOCUMENT NUMBER

# UNOFFICIAL COPY

REAL ESTATE MORTGAGE

TO

Date

After recording mail to

EQUITY ONE, INC.  
One National Plaza  
1111 Plaza Drive - Suite 780  
Schaumburg, IL 60173  
(708) 995-9150

Space below for Recorder's use only

DIM-032377



## 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 there'o, if any, is the seal of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

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

95265774  
44658556