

# UNOFFICIAL COPY

REAL ESTATE MORTGAGE

DEPT-01 RECORDING \$23.50  
 T45555 TRAN 0923 06/05/95 13:17:00  
 #6903 # JJ \*-95-363110  
 COOK COUNTY RECORDER  
 DEPT-10 PENALTY \$20.00

95363110

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT CHARMAINE HART  
 of 10508 S. Perry City of Chicago State of Illinois, Mortgagor(s)  
 MORTGAGE and WARRANT to Falder Factory To you Home Products Inc  
 of 7540 W. Irving Park Road Norridge IL 60634 Mortgagee,  
 to secure payment of the certain Home Improvement Retail Instalment Contract of even date herewith, in the amount of \$ 5690.40 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 May 12, 1999 the following described real estate, to wit:

Lot 43 (except the north 7 feet thereof) and lot 44 (except the south 20 feet thereof) in  
 Deyoung's subdivision of lot 17 of School Trustee's subdivision of section 16, township 37  
 north, range 14, east of the third principal meridian, in Cook County, Illinois.

P.I.N. 25-16-214-032

A/K/A 10508 S. Perry 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 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 Instalment 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 27th day of April A.D., 1995

Charmaine Hart (SEAL)  
 Mortgagor

\_\_\_\_\_  
 Mortgagor

(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.

\_\_\_\_\_  
 Mortgagor

(Type or print names beneath signatures)

STATE OF ILLINOIS }  
 County of Cook } ss.

I, Claudia Higgins  
Charmaine Hart 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 27th day of April 1995

Claudia Higgins  
 Notary Public

My Commission Expires: 3/31/99  
 T-23.50  
 P-20.00  
 43.50



THIS INSTRUMENT WAS PREPARED BY

\_\_\_\_\_  
 Name  
 \_\_\_\_\_  
 Address

DOCUMENT NUMBER

95363110

# UNOFFICIAL COPY

DLM-032377

Space below for Recorder's use only

After recording mail to:  
EQUITY ONE, INC.  
One National Plaza  
1111 Plaza Drive - Suite 780  
Schaumburg, IL 60173  
(709) 935-9150

Date

TO

REAL ESTATE MORTGAGE

### 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 \_\_\_\_\_

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