

# UNOFFICIAL COPY

REAL ESTATE MORTGAGE

DEPT-01 RECORDING \$25.50

T#0003 TRAN 0179 06/24/96 13:50:00

#2239 B.J. #-96-484977

COOK COUNTY RECORDER

96484977

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT Len & Juli Lapitan  
 of 10624 Wrightwood City of Melrose Park State of Illinois, Mortgagor(s)  
(Address of Borrower)  
 MORTGAGE and WARRANT to Thermo Shield Co.  
 of 160 Lexington Buffalo Grove IL Mortgagee,  
(Seller's Address)  
 to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith, in the amount of  
 \$ 7,900.00 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 06-06-03, the following described real estate, to wit:

The South half of Lot 7 in C.F. Nelson's First Addition to Grand Farms being a subdivision of the South half of the Southeast quarter of the Northwest quarter of the Southeast quarter of Section 29, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PIN# 12-29-410-029

A/K/A 10624 Wrightwood, Melrose Park County: Cook

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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.

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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 24th day of April A.D., 1996  
Mortgagor Leonard B. Llapitan (SEAL)  
Mortgagor Judy Llapitan (SEAL)  
Judy Llapitan  
(type or print name 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.

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

STATE OF ILLINOIS  
County of Cook } ss.

I, Paul Klein in and for said County, in the State

aforsaid, DO HEREBY CERTIFY; That Leonard B. Llapitan; Judy Llapitan

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 acknowledge that (they) (he) (she) (it) (one) 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 have hereunto set my hand and official seal this 24 day of April 1996.

Notary Public, State of Illinois  
My Commission Expires 1/12/97  
Notary Public

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

THIS INSTRUMENT WAS PREPARED BY  
Equity One  
111 Plaza Dr. Schaumburg, IL 60173  
Address

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Notice below for Recorder's use only

After recording, mail to:  
EQUITY ONE, INC.  
One National Plaza  
1111 Plaza Drive - Suite 850  
Schaumburg, IL 60173  
(847) 995-9150

Date:

TO

REAL ESTATE MORTGAGE

Property of Cook County Office

ASSIGNMENT

The undersigned, for value received, does hereby grant, bargain, sell, assign, transfer and set over to Equity One 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.

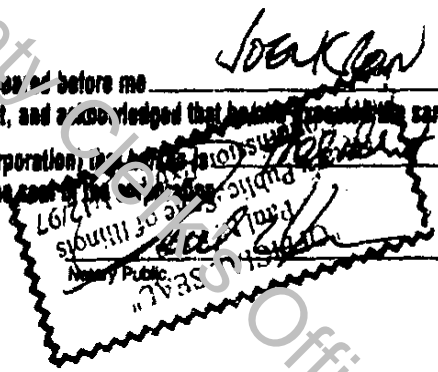
By [Signature] Title Therma Shield President (Seller's name)

ACKNOWLEDGEMENT

STATE OF Ill  
County of Will ss.

On this 10 day of June, 19 96, there personally appeared before me Joakim known or proven to me to be the person whose name is subscribed to the within assignment, and acknowledged that he is the same, as his/her free and voluntary act of the purposes therein contained and (in the event the assignment is by a corporation, he/she is authorized to execute the said assignment and the seal affixed thereto, if any, is the seal of the corporation) 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  
My Commission Expires \_\_\_\_\_



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