Return to: TMS Mortgarie, Inc. DBA The Money Btore, Sacramento, CA 950

LLINDIS MORTGAGE AND **ASSIGNMENT OF MORTGAGE**

repared by John Kennedy The Money Store 1770 Tribute Road, Suite 100 Sacramento, CA 95815

KNOW ALL MEN BY THESE PRESENTAMAS That the undersigned

and (hereinafter referred to as "Mortgagor" whether singular or plural) for and in consideration of the sum of One and No/100 Dollars (\$1.00) together with of the sum of One and No/100 Pollars (\$1.00) together with of the sum of One and No/100 Pollars (\$1.00) together with of the sum o paid by

hereinafter referred to as "Mortgagee"), receipt of which consideration is hereby acknowledged, do hereby grant, bargain, sell, convey and warrant unto Mortgagee and unto its successors and assigns forever, the following properties, situated in the County of

State of Illinois, to-wit: Q_{T13}/Q_3 - Q_5 - Q_5 - Q_5 7 o'CONNOR TITLE

SERVICES, IN J. 6088-43 12512 SOUTH WALLACE

Address of property to 628

To have and to hold the same unto Mortgagee and unto its successors and assigns forever, together with all appurtenances thereunto belonging, and all fixtures and squipment used or useful in connection said property. Mortgager bereby covenants by and with Mortgagee that Mortgagor will forever warrant and defend the title to said properties against any and all claims of any nature or kind whatsoever.

And we, the Mortgagor for and ir consideration of the considerations hereinbefore recited, do and nereby release and relinquish unto Mortgagee all our rights of dower, curtify and homestead in and to the above-described lands.

This grant of Mortgage is on the condition that whereas Mortgagor is justly indebted unto Mortgagee in the sum of THOU SAND

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DEPT-01 RECORING

\$25.50

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 - COOK COUNTY RECORDER

96037020

12,000.00), evidenced by one retail installment contract (the "Contract") of even execution date.

12,000.00, bearing interest from event the final installment, which shall be the Dollars (\$ in the sum of \$ _

endorsement.

Mortgagor and Mortgagee acknowledge and represent that a material port or the consideration for the indebtedness owed by Mortgager to Mortgagee is that the entire unpaid balance of principal and accrued interest due on said indebtedness shall be paid prior to the sale, transfer, encumbrance, contract (1 sale, contract to transfer or contract to encumber all or any part of or interest in the mortgaged property. In the event of the sale, transfer, encumbrance, contract of sale, contract to transfer or contract to encumber all or any part of the property herein described, without the prior written approval of Mortgagee, which approval may be withheld in the sole and absolute discretion of Mortgagee, such sale, transfer, encumbrance, contract of sale, contract to transfer or contract to encumbrance sevidenced by the Contract to encumber shall constitute a default under the Mortgage and the indebtedness evidenced by the Contract hereinabove described shall be immediately due and payable on the election of Mortgagee regardless of the financial position (net worth) of the proposed transferee.

Mortgagor hereby agrees and covenants to pay any and all taxes both general and special as some may be assessed and become due and payable and if required by Mortgagee to keep all buildings located upon the premises insured against loss or damage from fire, tornado and extended coverage insurance in a company and an cunt acceptable to Mortgagee, with standard mortgage clause in favor of Mortgagee as its interest appears, and with of quate flood coverage under the National Flood Insurance Program, and pay the premiums thereon. If Mortgagor falls to pay any such taxes or obtain any such insurance coverage, Mortgagee, its assigns or holders of said indebtedness shall have the right to pay said taxes and/or insurance premiums, and the amount so paid shall constitute a charge against the Mortgagor and added to the amount due hereunder, shall be secured hereby and shall be, without demand, immediately repaid by Mortgagor to Mortgagee with interest thereon at the rate then applicable to the unpaid balance of the principal as set forth in the above-referenced Contract.

In addition to pledging the property as hereinbefore mentioned, Mortgagor also hereby pledges any and all profits, rents and income accruing in connection with said property. However, the right is reserved to the Mortgagor to collect the profits, rents and/or income as same mature and become due and payable, but in the event of default as to any of the bovenants herein contained, then at the option of Mortgagee, its assigns, or the holders of said indebtedness, it or they are hereby given the right of taking over said property, managing same, renting same and collecting the rents thereon, and the net income so collected shall be credited upon the indebtedness and/or covenants in connection herewith.

If the Mortgagor should fail or refuse to make any of the payments herein before recited, either principal, interest taxes or insurance premiums as same mature and become due and payable, then at the option of the Mortgagee, its assigns or the holders of the indebtedness, all the remaining unpaid portion thereof shall become due and payable, and the lien of this insurament subject to foreclosure by suit filed in Chancery Court of the county in which the above described property is situated. Failure to exercise the option herein granted to declare the entire balance due and payable on the default shall not be a waiver to exercise the option at any subsequent default.

But if the undersigned shall pay all of the indebtedness secured by this Mortgage, at the time and in the manner set out above, and shall fully do and perform all of the other obligations herein assumed by the undersigned, the above conveyance shall be hull and void; otherwise, to remain in full force and effect.

TMS-ILL 95 RE-OF DER (713 932-9855

Distribution Legend:

Assignee Origina!-White

Buyer's Copy-Yellow

Seller's Copy-Pink

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at he signed and deli-	vered the said instrumen	na Notary Public in and for said county and personally known to me to be the trument, appeared before me this day in pease free voluntary act, for the uncestable of the unces	nd purposes therein se
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Legal Description: The South half of Lot 5 and all of Lot 6 in Block 9 in 2nd Addition to West Pullman a Subdivision of the West half of the Southwest quarter of Section 23, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Permanent Index Number(s): 25-28-319-057

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