UNOFFICIAL COPY

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REAL ESTATE MORTGAGE

DEPT-01 RECORDING \$23.50 T00004 TRAN 5346 08/29/96 11:48:00 \$4860 TRAN 5346 08/29/96 11:48:00 DEPT-16 FEMILY RECORDER \$20.00

State of Illinois, Mortgagor(s) to secure payment of that or tain Home Improvement Retail Installment Contract of even date herewith, in the amount of \$ __ order of and delivered to the Mg gagee, in ang by which the Mortgagor promises to pay the contract and interest at the rate and in installments as provided in said 08-06-03 Contract with a final payment due or _, the following described real estate, to wit: Lot 17 in Block 10 11 the Subdivision of the West half of Block 2 and all of Blocks 3,6,7, and 10 in Hillian and Dobbin's Resubdivision of that part of Blocks 1 and 2 in Hilliard and Dobbin's First Addition to Washington Heights, lying North of the Washington Heights Branch Railroad, teing in East half of the Northwest quarter of Section 8. Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. A/K/A 1217 W. 97th Place, Chicago County: Cook Pin# 25-08-113-016 Cook in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the situated in the County of 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 Install nent 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 IT IS FURTHER EXPRESSLY PROVIDED AND AGREED. That Mortgagor(s) shall par 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 expended shall be repayable by Mortgagor(s) and such expenditures(s) shall be secured by this Mortgagoe, 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 nongages 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 or chact in this mortgage mentioned, shall thereupon, at the option of the said mortgages, his or its attorneys or assigns, and as provided by law, become due and ayable, and this mortgage may be foreclosed to pay the same, and it shall be lawful for the said morigages, his or its attorneys or assigns, to enter into a id 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 juch sale all expenses of advertisement, selling and conveying said premises, and reasonable attorney's fees, to be included in the decree, and an noneys advanced for taxes, assessments and other liens; then there shall be paid the unpaid balance of said contract whether due and payable by the term's inercof or not. DATED. This 20 day of _____TUNE A.D., 19 96 **9**6683644 Doris L. Ellis Morteage Person signing immediately below signs to subject his or her interests in the above described property, including any right to poss is in 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) (type or print names beneath signatures) STATE OF ILLINOIS 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 torth, including the release and waiver of the right of homestead. IN WITNESS WHEREOF, I hereunto set my hand and official seal this 20 day of _ My Commission THIS INSTRUMENT WAS PREPARED BY Equity One "1111 Plaza Drive, Schaumburg,

DOCUMENT NUMBER

STATE OF

County of .

If any, is the seal of the corporation.

My Commission Expires

ASSIGNMENT

Hotary Public

The unduraligned, for value received, dres hereby grant, bargain, sell, assign, transfer and set ever to ...

REAL ESTATE MORTGAGE

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. ail right, title and interest in and to the Mertgage appearing on the reverse side hernel and the money due and to occome due on the Home improvement Retail Installment Contract secured thereby and warrants that no liens have been fired by Assignor on the property described in the Mortgage. Titie ACKNOWLEDGMENT there personally appeared before me . , known or proven to me to ke the person whose name is subscribed to the within essignment, and acknowledged that he/she executed the same, as fig/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 seat affixed thereto,

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