

UNOFFICIAL COPY

ILLINOIS MORTGAGE ASSIGNMENT OF MORTGAGE

THIS INDENTURE WITNESSETH, THAT _____

JAMES E. SMITH

of 7555 S. KING DR. City of CHICAGO
State of Illinois, Mortgagor(s), MORTGAGE AND WARRANT TO

96765651

HOMEMAKERS REMODELING, INC.

of 3943 W. OAKTON, SKOKIE, IL. 60076, Mortgagee,
to secure payment of that certain Home Improvement Retail
Installment Contract of even date herewith, in the amount of

DEPT-01 RECORDING \$25.50
T#6666 TRAN 0149 10/02/96 13:42:00
#0599 # IR *-96-765651
COOK COUNTY RECORDER

\$ 2772.16 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 of the
balance due on the following described real estate, to wit:

SOUTH FIVE (5) FEET OF LOT TWENTY SEVEN (27) AND THE NORTH TWENTY-TWO AND
ONE-HALF (1/2) FEET OF LOT TWENTY-EIGHT (28) IN BLOCK FOUR (4) IN WAKEFORD
SIXTH ADDITION, A SUBDIVISION OF THAT PART NORTH OF THE SOUTH NINETY (90)
FOOT AND WEST OF THE EAST FIVE HUNDRED THREE (503) FEET OF THE WEST HALF
(1/2) OF THE SOUTH EAST QUARTER (1/4) OF SECTION 27, TOWNSHIP 38 NORTH,
RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN. PIN#: 20-27-400-019
COMMONLY KNOWN AS: 7555 S. KING DR, CHICAGO, ILLINOIS
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.

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T	2350	96765651
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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, 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. If Mortgagee does allow
Mortgagor's successor in interest to assume the obligation, Mortgagor will be released from
further obligation under this Mortgage and the Home Improvement Retail Installment Contract.
The following types of transfers will not give Mortgagee the right to require immediate
payment in full:

- (a) the creation of liens or other claims against the property which are inferior to this
Mortgage;
- (b) a transfer of rights in household appliances to a person who provides the Mortgagor with
the money to by these appliances in order to protect that person against possible losses;
- (c) a transfer of the land to surviving co-owners, following the death of a co-owner, when the
transfer is automatic according to law;
- (d) leasing the property for three years or less; so long as the lease does not include an
option to buy;
- (e) a transfer to Mortgagor's relative resulting from death of the Mortgagor;
- (f) a transfer where Mortgagor's spouse or children become owners of the property;
- (g) a transfer to Mortgagor's spouse resulting from a divorce decree, separation agreement, or
property settlement agreement;
- (h) a transfer into an inter vivos trust in which the Mortgagor is and remains a
beneficiary, so long as there is no transfer of rights of occupancy in the property.

IT IS FURTHER EXPRESSLY PROVIDED AND AGREED, That 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 or
assessments on said premises, or of a breach of any of the covenants of agreements herein
contained, then in such case the whole of said sum, less unearned charges, 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.

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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.

DATE 9/30/96

James E. Smith (Seal)
Mortgagor
JAMES E. SMITH

STATE OF ILLINOIS
County of COOK } SS

Mortgagor (Seal)

I, the undersigned in and for said County, in the State aforesaid, DO

HEREBY CERTIFY, That James E. Smith personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his 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.

OFFICIAL SEAL
MICHAEL J. WEHNER
Notary Public, State of Illinois
My Commission Expires 8/2/97

Prepared by: R. DANTE
3943 W. OAKTON, SKOKIE, IL. 60076

ASSIGNMENT

The undersigned, for value received, does hereby grant, bargain, sell, assign, transfer and set over to HARBOR FINANCIAL GROUP, LTD. all right, title and interest in and to the foregoing Mortgage 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.

Homemakers Remodeling Inc
(Seller's name)

By [Signature] PRESIDENT
Title

STATE OF ILLINOIS
County of COOK } SS

On this 2nd day of October, 1996, there personally appeared

before me STEVE DEWIC, 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 PRESIDENT 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.

After recording mail to:

[Signature]
Notary Public

HARBOR FINANCIAL GROUP, LTD.
1070 Sibley Blvd.
Calumet City, IL 60409

OFFICIAL SEAL
MICHAEL J. WEHNER
Notary Public, State of Illinois
My Commission Expires 8/2/97