

UNOFFICIAL COPY

ILLINOIS MORTGAGE & ASSIGNMENT OF MORTGAGE

THIS INDENTURE WITNESSETH, THAT _____

Ricardo Miller

of 2844 E. 84th St. City of Chicago
State of Illinois, Mortgagor(s), MORTGAGE AND WARRANT TO

Homemakers Remodeling, Inc.

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

\$ 54250.00 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 of the
balance due on the following described real estate, to wit:

LOT 32 (EXCEPT THE WEST 4 FEET THEREOF) AND THE WEST 8 FEET
OF LOT 33 IN BLOCK 9 IN CIRCUIT COURT PARTITION OF THE SOUTH
EAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 15, EAST
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS .
COMMONLY KNOWN AS: 2844 W. 84TH ST.
PIN # 21-31-401-031

DEPT-01 RECORDING \$23.
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COOK COUNTY RECORDER

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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 Exempt. or 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, 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 buy 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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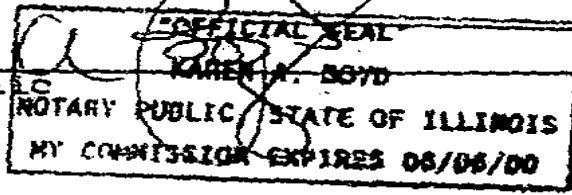
SALE of said premises, there shall be first paid out of the proceeds of advertisement, selling and conveying said premises, and all moneys advanced for taxes, then there shall be paid the unpaid balance of said contract on the terms thereof or not.

Ricardo Miller (Seal)
Mortgagor
Ricardo Miller

Mortgagor (Seal)

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

Ricardo Miller personally known
_____, whose name(s) is subscribed to the foregoing instrument,
_____, in person, and acknowledged that he signed, sealed and
delivered the same as a free and voluntary act, for the uses and purposes
containing the release and waiver of the right of homestead.
I have set my hand and official seal.



Skokie, IL 60076

ASSIGNMENT

_____, received, does hereby grant, bargain, sell, assign, transfer and set
over to GROUP, LTD. all right, title and interest in and to the
premises and to become due on the Home Improvement Retail
Store and warrants that no liens have been filed by Assignor
in the Mortgage.

President

PRESIDENT
Title

_____) SS

_____, day of November, 1996, there personally appeared

Danic, known or proven to me to be the person
named in the within assignment, and acknowledged that he/she executed the
assignment as a voluntary act of the purposes therein contained and (in the event

he/she is PRESIDENT and was
present at the execution of said assignment and the seal affixed thereto, if any, is the seal

I have set my hand and official seal.

Rosa M. Munoz
Notary Public

_____, LTD.

