

UNOFFICIAL COPY

Return to: TMS Mortgage, Inc. DBA The Money Store, 1770 Tributary
Sacramento, CA 95815

ILLINOIS MORTGAGE AND ASSIGNMENT OF MORTGAGE

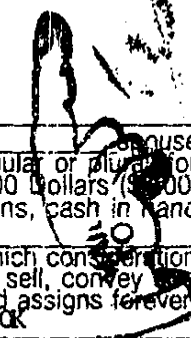
KNOW ALL MEN BY THESE PRESENTS:

That the undersigned LEONORA A. HARVEY

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 other good and valuable considerations, cash in hand
paid by ATLAS CUSTOM BUILDERS, INC.

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



DEPT-01 RECORDING \$25.50
T#0004 TRAN 2484 01/16/96 09:34:00
46647 + LF *-96-035451
COOK COUNTY RECORDER

96035451

Address of property 16126 SOUTH WALLACE
HARVEY, IL 60426

| | | |
|---|------|---|
| F | 2550 | A |
| P | | P |
| T | 2550 | V |
| N | RB | |

To have and to hold the same unto Mortgagee and unto its successors
and assigns forever, together with all appurtenances thereunto belong-
ing, and all fixtures and equipment used or useful in connection with
said property, Mortgagor hereby 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 in consideration of the considerations
hereinbefore recited, do and hereby release and relinquish unto
Mortgagee all our rights of dower, curtesy, 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 FOURTEEN THOUSAND
FIVE HUNDRED and NO/100 XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX

023402000011701DEED

Dollars (\$ 14,500.00), evidenced by one retail installment contract (the "Contract") of even execution date,
in the sum of \$ 14,500.00 , bearing interest from date until due as provided in the Contract, payable in 240
equal successive monthly installments of \$ 169.78 each, except the final installment, which shall be the
balance then due on the Contract.

This instrument shall also secure the payment of any and all renewals and/or extensions of said indebtedness, or any
portion hereof together with any and all amounts that the Mortgagor now owes or may owe the Mortgagee, either direct
or by endorsement, at any time between this date and the satisfaction of record of the lien of this instrument, including
any and all future advances that may by Mortgagee be made to the Mortgagor jointly and/or severally, either direct or by
endorsement.

Mortgagor and Mortgagee acknowledge and represent that a material part of the consideration for the indebtedness
owed by Mortgagor 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 of 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, con-
tract 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 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 same 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 amount acceptable to
Mortgagee, with standard mortgage clause in favor of Mortgagee as its interest appears, and with adequate flood cov-
erage under the National Flood Insurance Program, and pay the premiums thereon. If Mortgagor fails 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
covenants herein contained, then at the option of Mortgagee, its assigns, or the holders of said indebtedness, if 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 instrument 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 null and void; otherwise, to remain in full force and effect.



96035451

UNOFFICIAL COPY

NOTE: This document is a mortgage which gives your contractor and its assignees a security interest in your property. The mortgage is taken as collateral for performance of your obligations under your home improvement contract.

IN TESTIMONY WHEREOF, the signature of Mortgagor is hereunto affixed this, the 17 day of NOVEMBER, 1995.
General Harvey
 LEONORA A. HARVEY (Mortgagor)
 466 CENTRAL STREET #5
 NORTHFIELD, IL 60093

(Mortgagor)

ACKNOWLEDGEMENT

STATE OF ILLINOIS } ss.
 COUNTY OF COOK
 I, JACKIE GALS, a Notary Public in and for said county and state, do hereby certify that LEONORA A. HARVEY, "OFFICIAL SEAL" 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 she signed and delivered the said instrument as his/her/his/their free and voluntary act, for the uses and purposes therein set forth.
 Given under my hand and official seal, this 17 day of NOVEMBER, 1995.
 My Commission Expires: 1/4/98 Jackie Gals Notary Public

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned for legally sufficient consideration, receipt of which is hereby acknowledged, does hereby grant, sell, assign, transfer, set over and convey to TMS Mortgage, Inc. DBA The Money Store 1770 Tribute, Sacramento, CA 95815 its successors and assigns, the foregoing Mortgage, and the lien thereof encumbering the real property described therein.

IN WITNESS WHEREOF, these presents have been executed by the undersigned as of 11-29, 1995.

(SEAL)

ATLAS CUSTOM BUILDERS, INC.
 By: [Signature] ("Seller")
Jackie Gals Notary Public

My Commission Expires: _____

(CORPORATE ACKNOWLEDGEMENT)

STATE OF ILLINOIS } ss.
 COUNTY OF COOK
 On 11-29, 1995 before me, the undersigned authority personally appeared PALL ROUJ to me known to be the OFFICIAL SEAL President and known to me to be the person who as such officer of said corporation, executed the same, and he/she acknowledged before me that said instrument is the act and deed of said corporation by [Signature] executed as such officer for the purposes and consideration therein expressed.
 WITNESS, my hand and official seal the day and year last above written.
 My Commission Expires: 1/4/98 Jackie Gals Notary Public

(INDIVIDUAL ACKNOWLEDGEMENT)

STATE OF ILLINOIS } ss.
 COUNTY OF _____
 I, _____, a Notary Public in and for said county and state, do hereby certify that _____ personally known to me to be the same person(s) whose name(s) _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as _____ free voluntary act, for the uses and purposes therein set forth.
 Given under my hand and official seal, this _____ day of _____, 19____.
 My Commission Expires: _____ Notary Public

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that The Money Store, for legally sufficient consideration, receipt of which is hereby acknowledged, does hereby grant, sell, assign, transfer, set over and convey to TMS Mortgage, Inc. DBA The Money Store 1770 Tribute, Sacramento, CA 95815 its successors and assigns, the foregoing Mortgage, and the lien thereof encumbering the real property described therein.

IN WITNESS WHEREOF, these presents have been executed by the undersigned as of _____, 19____.

(SEAL)

EMPIRE FUNDING CORP.
 By: _____ ("Seller")
 Notary Public

My Commission Expires: _____

STATE OF ILLINOIS } ss.
 COUNTY OF _____
 On _____, 19____ before me, the undersigned authority personally appeared _____ to me known to be the _____ of _____ and known to me to be the person who as such officer of said corporation, executed the same, and he/she acknowledged before me that said instrument is the act and deed of said corporation by _____ executed as such officer for the purposes and consideration therein expressed.
 WITNESS, my hand and official seal the day and year last above written.
 My Commission Expires: _____ Notary Public

90033401

UNOFFICIAL COPY

LEGAL DESCRIPTION

LOTS 12, 13 AND 14 OF BLOCK 11 ALL IN YOST'S SECOND ADDITION TO HARVEY, A SUBDIVISION OF THE WEST 3/4 OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

29-21-109-033, 034+035

Property of Cook County Clerk's Office

90035151

UNOFFICIAL COPY

Property of Cook County Clerk's Office

90035451