

# UNOFFICIAL COPY

Return to: TMS Mortgage, Inc. DBA The Money Store, 1370 Tribute, Sacramento, CA 95815

O'CONNOR TITLE

ILLINOIS MORTGAGE AND SERVICES, INC.  
ASSIGNMENT OF MORTGAGE # 5347-04

96110962

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned RUTH B. JOHNSON  
and \_\_\_\_\_ spouse  
(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  
(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 COOK  
State of Illinois, to-wit:

7 IN BLOCK 17 IN BEACON HILLS, A SUBDIVISION OF PART OF SECTIONS 19,  
20, 29 AND 30, IN TOWNSHIP 35 NORTH, RANCE 14, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of property 1920 DARTMOUTH  
CHICAGO HEIGHTS, IL 60411

PIN: 32-29-108-006

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, Mortgagee 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 THIRTEEN THOUSAND  
SEVEN HUNDRED FIFTY and NO/100 XXXXX XXXXXXXXXXXXXXXX

Dollars (\$ 13,750.00), evidenced by one retail installment contract (the "Contract") of even execution date,  
in the sum of \$ 13,750.00, bearing interest from date until due as provided in the Contract, payable in 180  
equal successive monthly installments of \$ 171.72 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.

DEPT-01 RECORDING \$23.50  
T0003 TRAN 2991 02/09/96 12:33:00  
03329 + LM \*-96-110962  
COOK COUNTY RECORDER

DEPT-10 PENALTY \$20.00

Handwritten calculations: 23.50 + 20 = 43.50

023402006001408DEED

Vertical stamp: ORIGINAL



# 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 19 day of DECEMBER, 1995.

Prepared by CUSTOM BUILDERS  
466 CENTRAL STREET #5  
NORTHFIELD, IL 60093

Ruth B. Johnson  
RUTH B. JOHNSON (Mortgagor)

(Mortgagor)

## ACKNOWLEDGEMENT

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.  
I, JACKIE GALE, a Notary Public in and for said county and state, do hereby certify that PAUL ROUS 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 he signed and delivered the said instrument as his/her/their free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 17 day of DECEMBER, 1995  
My Commission Expires: \_\_\_\_\_  
Jackie Gale  
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 12-20, 1995.  
(SEAL) JACKIE GALE  
Notary Public, State of Illinois  
My Commission Expires 1/4/98

ATLAS CUSTOM BUILDERS INC  
By: Paul Rous V.P.  
"Seller"  
Jackie Gale  
Notary Public

## (CORPORATE ACKNOWLEDGEMENT)

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.  
On 12-20, 1995 before me, the undersigned authority personally appeared PAUL ROUS to me known to be the VICE PRESIDENT of ATLAS CUSTOM BUILDERS INC 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 JACKIE GALE 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 Gale  
Notary Public

## (INDIVIDUAL ACKNOWLEDGEMENT)

STATE OF ILLINOIS }  
COUNTY OF \_\_\_\_\_ } ss.  
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 \_\_\_\_\_ 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"

My Commission Expires: \_\_\_\_\_  
Notary Public

STATE OF ILLINOIS }  
COUNTY OF \_\_\_\_\_ } ss.  
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

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