

# UNOFFICIAL COPY

ILLINOIS MORTGAGE &  
ASSIGNMENT OF MORTGAGE

96310857

THIS INDENTURE WITNESSETH, THAT \_\_\_\_\_

CLARETHA STAPLES

of 9347 S. WALLACE City of CHICAGO  
State of Illinois, Mortgagor(s), MORTGAGE AND WARRANT TO  
SEAWAY CONSTRUCTION INC

of 5311 W. DIVERSEY, Mortgagee,  
to secure payment of that certain Home Improvement Retail  
Installment Contract of even date herewith, in the amount of

\$ 5295.88 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 43 (EXCEPT THE NORTH 8.0 FEET THEREOF) AND THE NORTH 18.0  
FEET OF LOT 44 IN BLOCK 1 IN J.W. BROCKWAY'S SUBDIVISION OF THE  
WEST 10 ACRES OF THE SOUTH 1/2 OF THE WEST 30 ACRES OF THE EAST  
1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE  
14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS  
COMMONLY KNOWN AS 9347 S. WALLACE, CHICAGO, IL

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.

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.

DEPT-01 RECORDING \$23.50  
T#0004 TRAN 7516 04/25/96 09:22:00  
#8579 # LF \*-96-310857  
COOK COUNTY RECORDER

F	2350	A
P		P
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I	B	

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COOK COUNTY RECORDER

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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 4-13-96

Claretha J. Staples (Seal)  
Mortgagor  
CLARETHA STAPLES

STATE OF ILLINOIS  
County of COOK ) SS  
Mortgagor

I, Ruth MIROCHNICK in and for said County, in the State aforesaid, DO

HEREBY CERTIFY, That CLARETHA STAPLES 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 she signed, sealed and delivered the said instrument as HER 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.

Ruth Mirochnick  
Notary Public  
"OFFICIAL SEAL"  
RUTH MIROCHNICK  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 3/31/98

Prepared by: LORI BARNES  
SEAWAY CONSTRUCTION INC

### 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.

SEAWAY CONSTRUCTION INC  
(Seller's name)

By Stojan Bolonc PRESIDENT  
Title

STATE OF ILLINOIS  
County of COOK ) SS

On this 22nd day of April, 19 96, there personally appeared

before me Suzanne Blazice, 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

"OFFICIAL SEAL"  
RUTH MIROCHNICK  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 3/31/98

Ruth Mirochnick  
Notary Public

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



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