#### Return to: TMS Mortgage, inc. DBA The Money Stor Sacramento, CA 95815 ILLINO:S MORTGAGE AND ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned IDEANEAR WILSON
and LEROY WILSON

and LEROY WILSON 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 TAS NORTGAGE, INC. IEA THE CONEY STORE (hereinafter referred to as "Mortgage").

PIN#26-08-405-029

Address of property 5430 SOUTH CARPENTER
CHICAGO, 40 60609

To have and to hold the same unto Mortgagee and unto its successors and assigns forever, together with all appurtenances thereunto belonging, and all fixtures and aquipment used or useful in connection with said property, Mortgager hereby covenants by and with Mortgagee that Mortgagor will forever war ant 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, curioey 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 SIX THOU SAND

96359992

DEPT-01 RECORDING

\$25.50

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#9027 + RV \*-96-359992

COOK COUNTY RECORDER

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This instrument shall also secure the payment of any and air enewals and/or extensions of said indebtedness, or any portion hereof together with any and all amounts that the Mortgager 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.

Mortgager and Mortgagee acknowledge and represent that a material rart of the consideration for the indebtedness owed by Mortgagers 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 to sale, contract to transfer or contract to encumber all or any part of or interest in the mortgaged property. In the ever to the sale, transfer, encumbrance, contract 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 of absolute discretion of Mortgagee, such sale, transfer, encumbrance, contract to transfer or contract to encumber shall constitute a default under the Mortgage and the indebtedness evidenced by the Contract hereinabove discribed shall be immediately due and payable on the election of Mortgagee regardless of the financial position (net worth) or the proposed transferee.

Mortgagor hereby agrees and covenants to pay any and all taxes both general and special is same may be assessed and become due and payable and it 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 a dequate flood coverage under the National Flood insurance Program, and pay the premiums thereon. If Mortgagor is to pay any such taxes or obtain any such insurance coverage, Mortgagee, its assigns or holders of said indebteoness 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, it 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 fall 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 hull and void; otherwise, to remain in full force and effect.

TMS-ILL 95 RE-ORDER (713) 932-9855

# UNOFFICIAL COPY

| ACKNOWLEDGEMENT  ACKNOWLEDGEMENT  ACKNOWLEDGEMENT  ACKNOWLEDGEMENT  ACKNOWLEDGEMENT  ACKNOWLEDGEMENT  ACKNOWLEDGEMENT  A Notary Public in and for said county and state, do hereby cerrical particular of the processing incompens, appeared before me this day in person, and acknowledged thathe_y _ signed and elivered the specific property purch as insection in free voluntary act, for the uses and purposes therein set forth.  ASSIGNMENT OF MORTGAGE  NOW ALL MEN BY THE SECENTS, that the undersigned for legally sufficient consideration, receipt of which retry acknowledged, does hereby received as such officers of the property described in the property described therein.  ACKNOWLEDGEMENT DESCRIBED IN The Money Store, for legally sufficient consideration, receipt of which reby acknowledged, does hereby grant    | Prepared by:   |   | V CAS   | offixed this, the 15 day   | -   |
|--|--|---|---|--|---|
| ACKNOWLEDGEMENT  A Notary Public in and for said county and state, do hereby certification in the property designed as the personally known to me to be the same person(s) whose name(s) is a basenbed to the Gregoria (serungent, appeared before me this day in person, and acknowledged that  |  |   |   | ė.   | (Mortgago   |
| ACKNOWLEDGEMENT  ACKNOWLEDGEMENT  ACKNOWLEDGEMENT  ACKNOWLEDGEMENT  ACKNOWLEDGEMENT  ACKNOWLEDGEMENT  A Notary Public in and for said county and state, do hereby certificate in a transfer of the same person(s) whose name(s) is a ubscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that   | 4.48   | 3) 50.4 (224-1  | - Sel   | PACKELLIAS CI  | 4   |
| s. ANOTATE OF ILLINOIS  SET OF ILLINOIS  |  |   |   | 10.  | Mortgagoi (Mortgagoi  |
| OUNTY OF   |  | ACKN  | OWLEDGEMEN  | T  |   |
| Section   Sect   | かけんけい ヘロー・グラップへ  |   | •   |  |   |
| subscribed (Que (Grecoing instrument, appeared before me this day in person, and acknowledged that   | I SHITLLY DERKO  | W:17  | , a Notary Publi  | c in and for said county an  | d state, do hereby certif   |
| clivered the sed-instrument as his/actional rice voluntary act, for the lies and purposes interense richin.  196  197  197  197  197  197  197  197  | 131 TABANBAA WILSON  | LEROY WILSON P  | ersonally known to  | me to be the same person   | (s) whose name(s) is/a:   |
| ASSIGNMENT OF MORTGAGE  NOW ALL MEN BY THE SPRESSITS, that the undersigned for legally sufficient consideration, receipt of which preby acknowledged, does hereby grant, soll sission, transfer set over and convey to TMS Mortgage, Inc. DBA The form of the present | ibscribed to the toregoing instr   | ument, appeared before<br>bic/bar/their free volunt                                   | s me this day in per<br>are act, for the use                              | son, and acknowledged the<br>cand purposes therein set   | (crth.  |
| ASSIGNMENT OF MORTCAGE  NOW LL MEN BY THIS PRESENTS, that the undersigned for legally sufficient consideration, receipt of which proby acknowledged, does hereby grant, and states, and assigns, the foregoing Mortgage, Inc. DBA The foregoing the real properly describe a therein.  IN WITNESS WHEREOF, these presents have been executed by the undersigned as of Interest to the property describes a therein.  By:  ("Seller' Notary Publication of the part of the property described wherein of the property described therein.  By:  ("Seller' Notary Publication of the part of the part of the presentation of the  | Given and series in the bridge   | fretal seal this  | day of  | APRIL  | ,19 <b>96</b>   |
| ASSIGNMENT OF MORTCAGE  NOW LL MEN BY THE PRESENTS that the undersigned for legally sufficient consideration, receipt of which proby acknowledged, does hereby grants of sussign, treaster, set over and convey to TMS Mortgage, Inc. DBA The fone to the control of  | AV COMMISSION JENERAL STREET   | WITZ  |   |  | S. C. C.  |
| NOW ALL MEN BY THE PRESENTS that the undersigned for legally sufficient consideration, receipt of which proby acknowledged, does here or grant, sell, assign, transfer, set over gain doney to TMS Mortgage, inc. DBA THE OFFICE TO Tribute, sectioned to the first property describes a herein.  IN WITNESS WHEREOF, these presents have been executed by the undersigned as of the herein in the real property describes a herein.  By:  ("Seller"   Notary Publication   19   |  |   |   |  |   |
| By:  | NOW ALL MEN BY THESP<br>ereby acknowledged, does he<br>loney Store 1770 Tribute, Sacr  | PRESENTS, that the row grant, sell, assign aniento, CA 95815 its                      | undersigned for lateral<br>transfer, set over<br>successors and assi      | egally sufficient considerar<br>r and convey to TMS Mo<br>gns, the foregoing Mortga  | tion, receipt of which ortgage, Inc. DBA The ge, and the hen thereo |
| By:  |  | Ox  | <u> </u>  |  | - f.  |
| Notary Public in and and official seal, this   | ,  |   | Bv:   |  |   |
| ATE OF ILLINOIS  On  | r o  | . C   |   |  | ("Seller"   |
| On   | y Commission Expires:  |   |   |  | Notary Publi  |
| On   | ATE OF ILLINOIS  | }   |   | (CORPORATE ACI   | CNOWLEDGEMENT   |
| me known to be the   | OUNTY OF   |   |   |  |   |
| ATE OF ILLINOIS  Jack Commission Expires:  ASSIGNMENT OF MORTGAGE  Notary Public in and for said count, and state, do hereby certifully personally known to me to be the same person(s) whose the signed and delivered the said instrument as free voluntary act, for the uses and purposes therein so the signed and official seal, this day of 19  ASSIGNMENT OF MORTGAGE  Notary Public in and for said count, and state, do hereby certifully personally known to me to be the same person(s) whose free voluntary act, for the uses and purposes therein so the signed and delivered the said instrument as free voluntary act, for the uses and purposes therein so the signed and official seal, this day of 19  ASSIGNMENT OF MORTGAGE  Notary Public in and for said count, and state, do hereby certifully act, for the uses and purposes therein seal the same and polymore seal of the uses and purpose therein seal converted the uses and purpose therein seal of legally sufficient consideration, receipt of which reby acknowledged, does hereby grant, sell, assign, transfer, set over and convey to TMS Mortgage, Inc. DBA The Mone of 1770 Tribute, Sacramento, CA 95815 its successors and assigns, the foregoing Mortgage, and the lien thereof encuring the real property described therein.  IN WITNESS WHEREOF, these presents have been executed by the undersigned as of 19  EMPIRE FUNDING CORP.  By:  Commission Expires:  Notary Public INTY OF 19  Defore me, the undersigned authority personally appeared and known to me to be the person who as such officer and known to me to be the person who as such officer 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.  | rporation by<br>WITNESS, my hand and offi  | cial seal the day and yes   | s such officer for the<br>er last above writte                            | e puri oses and considerat<br>n.   | ion therein expressed.  |
| ASSIGNMENT OF MORTGAGE  NOW ALL MEN BY THESE PRESENTS, that The Money Store, for legally sufficient consideration, receipt of which reby acknowledged, does hereby grant, sell, assign, transfer, set over and convey to TMS Mortgage, Inc. DBA The Mone ore 1770 Tribute, Sacramento, CA 95815 its successors and assigns, the foregoing Mortgage, and the lien thereof encurring the real property described therein.  IN WITNESS WHEREOF, these presents have been executed by the undersigned as of  | y Commission Expires:  |   |   |  | Notary Publi  |
| ASSIGNMENT OF MORTGAGE  Notary Public in and for said county 8 d state, do nereby certificate in the said control by the same person(s) whose me(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge the signed and delivered the said instrument as free voluntary act, for the uses and purposes therein so the signed and official seal, this day of 19 Notary Public in and for said county, 8 d state, do nereby certificate in the same person(s) whose the signed and delivered the said instrument as free voluntary act, for the uses and purposes therein so the signed and official seal, this day of 19 Notary Public in the signed and official seal, this day of 19 Notary Public in the signed and official seal, this day of 19 Notary Public in the signed as in the signed as of 19 Notary Public in the signed as in the signed as of 19 Notary Public in the signed as in the signed as of 19 Notary Public in the signed as in the signed authority personally appeared 19 Notary Public in the signed as in the signed and known to me to be the person who as such officer signed as of 19 Notary Public in the signed authority personally appeared 19 Notary Public in the signed as of 19 Notary Public in the | ATE OF ILLINOIS  | ss.   |   | (INDIVIDUAL AC   | NOWLEDGEMENT  |
| rth. Given under my hand and official seal, this   | at subscr  | ribed to the foregoing in   | person<br>estrument, appeare  | nally known to me to be the details and the details are to be the details are the details are to be the details are the detail | e same person(s) whose<br>son, and acknowledged                     |
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| EMPIRE FUNDING CORP.  By:  | eby acknowledged, does herel<br>re 1770 Tribute, Sacramento,   | PRESENTS, that The by grant, sell, assign, tra CA 95815 its successord therein.       | Money Store, for lansfer, set over and saigns, the                        | egally sufficient considera<br>convey to TMS Mortgage<br>foregoing Mortgage, and t   | he lien thereof encum   |
| Commission Expires:  ATE OF ILLINOIS  ATE OF ILLINOIS  On, 19  | IN WITNESS WHEREOF   |   |   |  |   |
| Commission Expires:  ATE OF ILLINOIS  SS.  Notary Public  On:  Notary Public  and known to be the person who as such officer  and corporation, executed the same, and he/she acknowledged before me that said instrument is the act and deed of said  poration by executed as such officer for the purposes and consideration therein expressed.   | IN WITNESS WHEREOF,  |   | EMPIRE  | FUNDING CORP.  |   |
| Commission Expires:  ATE OF IL LINOIS  SS.  Notary Publication  On 19 before me, the undersigned authority personally appeared and known to be the person who as such officer and known to me to be the person who as such officer and 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.  | IN WITNESS WHEREOF,  |   |   | FUNDING CORP.  | .*  |
| on   | IN WITNESS WHEREOF, (EAL)  |   |   | FUNDING CORP.  | ("Sciler")  |
| ne known to be the of and known to me to be the person who as such officer said corporation, executed the same, and he/she acknowledged before me that said instrument is the act and deed of said poration by executed as such officer for the purposes and consideration therein expressed.  | IN WITNESS WHEREOF, EAL)  Commission Expires:  |   |   | FUNDING CORP.  |   |
| executed as such officer for the purposes and consideration therein expressed.   | IN WITNESS WHEREOF, EAL)  Commission Expires:  ATE OF ILLINOIS  UNITY OF   | } ss.   | Ву:   |  | ("Seller")<br>Notary Public   |
|  | IN WITNESS WHEREOF,  EAL)  Commission Expires:  ATE OF ILLINOIS  | ss.   | By:   | sonally appeared   | Notary Public   |
|  | IN WITNESS WHEREOF,  Commission Expires:  ATE OF ILLINOIS  UNITY OF  On, 19  ne known to be the said corporation, executed the poration by | before me, the undersing of same, and he/she acknowledge as ial seal the day and year | gned authority pers<br>and i<br>owiedged before m<br>such officer for the | sonally appeared<br>known to me to be the per-<br>e that said instrument is the<br>purposes and consideration  | Notary Public<br>on who as such officer<br>he act and deed of said  |

## **UNOFFICIAL COPY**

and more particularly described as ionows:

LOT 35 AND THE NORTH HALF OF LOT 36 IN THE SUBDIVISION OF BLOCK 7 IN R. GAYLORD'S SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PINTERO -08-425-029

Property of Cook County Clerk's Office

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