

UNOFFICIAL COPY

ILLINOIS MORTGAGE & ASSIGNMENT OF MORTGAGE

97563539

THIS INDENTURE WITNESSETH, THAT _____

JUAN DAVALOS & MARGARITA SANDOVAL

of 3217 S. HAMLIN City of CHICAGO
State of Illinois, Mortgagor(s), MORTGAGE AND WARRANT TO

QUARRY STONE CO.

of 3310-14 S. WESTERN AVE., Mortgagee,
to secure payment of that certain Home Improvement Retail
Installment Contract of even date herewith, in the amount of

\$ 8000.00 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 68 IN E. A. CLIMB'S LAWNDALE AVENUE SUBDIVISION, BEING A RESUBDIVISION
OF LOTS 1 TO 48 BOTH INCLUSIVE IN BLOCK 3 AND LOTS 1 TO 48 BOTH INCLUSIVE IN
BLOCK 4 IN GEORGE W. CASS SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE
NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 100 FEET OF THE SOUTH 1/2 THEREOF) *
ACCORDING TO THE PLAT THEREOF RECORDED JUNE 9, 1913 AS DOCUMENT NUMBER
5206895 IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS: 3217 S. HAMLIN, CHICAGO,
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.

DEPT-01 RECORDING \$23.50
T5555 TRAN 4191 08/04/97 13:51:00
48192 J J *-97-563539
COOK COUNTY RECORDER

PIN # 16-35-112-006
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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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 7/1/97

Juan Davalos (Seal)
Mortgagor

STATE OF ILLINOIS
County of COOK) SS

Margarita Sandoval (Seal)
Mortgagor
MARGARITA SANDOVAL

I, THE UNDERSIGNED in and for said County, in the State aforesaid, DO

HEREBY CERTIFY, That JUAN DAVALOS & MARGARITA SANDOVAL personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed, sealed and delivered the said instrument as A 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.

Shelly Berkowitz
Notary Public

Prepared by: H. SHAPIRO
3310-14 S. WESTERN AVE. CHICAGO, IL 60608

"OFFICIAL SEAL"
SHELLY BERKOWITZ
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 11/10/98

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.

QUARRY STONE CO.
(Seller's name)

By Howard Shapiro

President
Title

STATE OF ILLINOIS
County of COOK) SS

On this 23rd day of July, 1997, there personally appeared

before me HOWARD SHAPIRO, 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:

Rachael Feuerstein
Notary Public

3310 S. WESTERN AVE
CHICAGO, IL 60608
MARK TO

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

"OFFICIAL SEAL"
RACHAEL FEUERSTEIN
Notary Public, State of Illinois
My Commission Expires 07/08/98

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