

407-40765

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The Money Store  
1770 Tribute Road, Suite 100  
Sacramento, CA 95815

Record & Return To: ILLINOIS  
US Property & Appraisal Svc. MORTGAGE AND ASSIGNMENT  
OF MORTGAGE

P. O. Box 16489  
Pittsburgh, PA 15242

97267625

090-001-00088120-4

KNOW ALL MEN BY THESE PRESENTS:

97267625

That the undersigned Eugene and Christiana Aba Naderpel  
(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 American Home Improvements Products Incorp. (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:

See Attached Legal Description .

DEPT-01 RECORDING \$25.50  
T:7777 TRAN 0679 04/17/97 16:05:00  
45677 B J \*-97-267625  
COOK COUNTY RECORDER  
DEPT-10 PENALTY \$22.00

Parcel 15-18-209-022

Address of Property: 302 Elm Street, Hillside, IL 60162

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 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 Eight Thousand Eight Hundred Eighty Five and 00/100 Dollars (\$8,885.00), evidenced by one promissory note of even execution date, in the sum of \$8,885.00, bearing interest from date until due as provided in the Retail Installment Contract, Note and Disclosure Statement (the "Note"), payable in 120 equal successive monthly installments of \$ 143.29 each, except the final installment due which shall be the balance then due on the note

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This instrument shall also secure the payment of any and all renewals and/or extensions of said indebtedness, or any portion thereof, together with any and all amounts that the Mortgagor now owe or may owe the Mortgagee, either direct or by endorsement, at any time between this date and the satisfaction of record of this instrument, including any and all future advances and/or loans 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 Mortgagors 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, 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 and absolute discretion of Mortgagee, and such sale, transfer, encumbrance, contract of sale, contract to transfer or contract to encumber shall constitute a default under this Mortgage and the indebtedness evidenced by the promissory Note 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 also keep all buildings located upon the premises insured against loss or damage with 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 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

090001000281204DEED

\$25.50 T  
\$22.00 P  
\$47.50 84C

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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 Note.

In addition to pledging the properties as hereinbefore mentioned, Mortgagor also hereby pledges any and all profits, rents and income accruing in connection with said properties. 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 properties, 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 hereinbefore recited, either principal, interest, taxes or insurance premiums as same mature and become due and payable, then at the option of 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. Mortgagee shall release this instrument; otherwise, it shall remain in full force and effect.

Borrower agrees to maintain flood insurance with lender as loss payee in an amount equal to the principal outstanding during the term of this loan pursuant to the flood disaster Protective Act (42 u.s.c. 4012a).

**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 27 day of April, 1996.

Prepared by:

*[Signature]*

*[Signature]*  
(Mortgagor) Eugene Naderpel  
*[Signature]*  
(Mortgagor) Christiana Aba Naderpel

### ACKNOWLEDGEMENT

PREPARED BY:  
THE MONEY STORE  
12111 SUITE RD SUITE 100  
SACRAMENTO, CA 95815

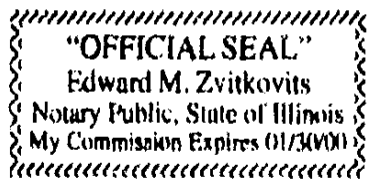
STATE OF ILLINOIS  
COUNTY OF Cook ss.

I, Edward M. Zvitkovits, a Notary Public in and for said county and state, do hereby certify that Eugene and Christiana Aba Naderpel 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 they 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 28<sup>th</sup> day of April, 1996.

My Commission Expires: 11/30/2000

Edward M. Zvitkovits  
Notary Public



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## "LEGAL DESCRIPTION"

LOT 17 IN BLOCK 2 IN VENDLEY AND COMPANY'S HILLSIDE ACRES, BEING A SUBDIVISION OF THAT PART SOUTH OF BUTTERFIELD ROAD OF THE SOUTHWEST 1/4 OF SECTION 7 AND ALL THAT PART OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF BUTTERFIELD ROAD EAST OF THE EAST LINE OF HILLSIDE ACRES NORTH OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD, IN COOK COUNTY, ILLINOIS.

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Eugen# and Christiana Aba Nederpel  
090-001-00028120-4  
April 23, 1996

Parcel # 15-18-209-022

Prepared by: John Kennedy  
The Money Store  
1770 Tribute Road, Suite 100  
Sacramento, CA 95815

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