

ASSIGNMENT OF MORTGAGE  
TOBRENS

THIS INDENTURE WITNESSETH, THAT Alveretta Liddell, A SPINSTER AND ANN M. OEFELE, A SPINSTER (Husband and wife) (single man) (single woman)

of 4201 N. Francisco City of Chicago State of Illinois, Mortgageor(s)

MORTGAGE and WARRANT to CHRYSLER FIRST FINANCIAL SERVICES CORP. of 300 S. Wieboldt Drive, Des Plaines, Illinois 60076 Mortgagee.

ASSIGNED BY NOTE FROM WIEBOLDT'S HOME IMPROVEMENT to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith, in the amount of \$ 19,125.96 payable to the order of and delivered to the Mortgagee, in and by which the Mortgageor 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 Twenty Five (25), Lot Twenty Six (26) in Block Seven (7) in Rose Park, A Resubdivision of the East half (1/2) of the Southwest quarter (1/4) of Section 13, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Property Index No. 13-13-314-040  
AKA 4201 N. FRANCISCO AVE. CHICAGO ILL. 60618

NOTE IDENTIFIED

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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 rights 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 Mortgageor 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 in whom the Mortgageor is transferring or selling the interest in the property. If Mortgagee does allow Mortgageor's successor in interest to assume the obligation, Mortgageor 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 Mortgageor 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 Mortgageor's relative resulting from death of the Mortgageor;
- (f) a transfer where Mortgageor's spouse or children become owners of the property;
- (g) a transfer to Mortgageor's spouse resulting from a divorce decree, separation agreement, or property settlement agreement;
- (h) a transfer into an inter vivos trust in which the Mortgageor 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 or 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.

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.

DATED, This 21st day of October A.D. 19 86

Alveretta Liddell (SEAL)  
Mortgageor  
Ann M. Oefele (SEAL)  
Mortgageor  
(Type or print names beneath signatures)

STATE OF ILLINOIS }  
County of Cook } ss.

I, Gil Pozin in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That Alveretta Liddell, A SPINSTER AND ANN M. OEFELE, A SPINSTER 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) (he) (she) signed, sealed and delivered the said instrument as (their) (his) (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.  
My Commission Expires July 30, 1989  
My Commission Expires \_\_\_\_\_

Gil Pozin  
Notary Public

THIS INSTRUMENT WAS PREPARED BY

Sara Jane Roth  
Name Chrysler First Financial Services  
650 Woodfield Drive  
Address Schaumburg, IL 60173

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1287303

3583000 ESTATE MORTGAGE AND ASSIGNMENT

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Alveretta Liddell and Ann M. Oefele,

both spinsters in joint tenancy

TO

Nieboldts Home Improvement  
ASSIGNMENT TO

Chrysler First Financial Services Corporation

Date October 21, 1986

submitted by

Address (including mail to)

Chrysler First Financial Services Corporation

1558 Woodfield Drive  
Suite 125

9 Stamford, IL 60173

Space below for Recorder's use only

Date

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DHM-032377

Property of Cook County Clerk's Office