

UNOFFICIAL COPY 1714

THIS INSTRUMENT WITNESSETH, THAT SOLOMON WILLIAMS AND CLAYE E. WILLIAMS
(MARRIED TO EACH OTHER) (Husband and wife) (single person) (single woman)

of 302 LINDEN City of BELLWOOD State of Illinois (Mortgagor)

MORTGAGE and WARRANT to MARSHFIELD BUILDERS, INC.
of 3952 W. IRVING PK., CHICAGO, ILL. (Mortgagee)

to secure payment of their certain Home Improvement Retail Installment Contract of even date herewith, in the amount of \$ 2,795.82
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 13 IN COMMINGS AND FOREMANS REAL ESTATE CORPORATION, RESUBDIVISION OF PART OF MIAMI
PARK, IN THE WEST 1/2 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL
MERIDIAN

P.I.N. 15-09-113-027

COMMONLY KNOWN AS: 302 LINDEN, BELLWOOD

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 Mortgagee 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 Mortgagee is transferring or selling the interest in the property. If Mortgagee
does allow Mortgagee's successor in interest to assume the obligation, Mortgagee 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 Mortgagee 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 Mortgagee's relative resulting from death of the Mortgagee;
- (f) a transfer where Mortgagee's spouse or children become owners of the property;
- (g) a transfer to Mortgagee's spouse resulting from a divorce decree, separation agreement, or property settlement agreement;
- (h) a transfer into an inter vivos trust in which the Mortgagee 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 thereon 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 hereof or not.

DATED, This 2ND day of APRIL A.D. 1989

Solomon Williams (SEAL)
Claye E. Williams (SEAL)

STATE OF ILLINOIS
County of COOK } ss.

I, SHELLY BERKOWITZ in and for said County, in the State aforesaid, DO HEREBY CERTIFY that
SOLOMON WILLIAMS AND CLAYE E. WILLIAMS (MARRIED TO EACH OTHER)
personally known to me to be the same person(s) whose name(s) (is) (are) subscribed in 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 redemption.

IN WITNESS WHEREOF, I personally set my hand and official seal
My Commission Expires SEPTEMBER 1, 1990
SHELLY BERKOWITZ
Notary Public, State of Illinois

Shelly Berkowitz
Notary Public

THIS INSTRUMENT WAS PREPARED BY
Name _____
Address _____

NOTE IDENTIFIED

APPOINTMENT OF NO U.S. TAX LIEN ATTACHED

3734771

UNOFFICIAL COPY

GREATER ILLINOIS
TITLE COMPANY

Check before the Recorder's use only

All recording will be

PROPERTY

MAY 15 1983
3794714

3794714

REAL ESTATE MORTGAGE
411210217

ASSIGNMENT

This indorsaged, for value received, does hereby grant, bargain, sell, assign, transfer and set over to

HANFOR FINANCIAL GROUP all right, title and interest in and to the Mortgage appearing on the reverse side hereof 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.

(Signor's Name)

By _____ Title _____

ACKNOWLEDGMENT

STATE OF _____
County of _____ } ss.

On this _____ day of _____ 19____, there personally appeared before me

_____ 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 _____ 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.

Notary Public

My Commission Expires _____

