

3842316

THIS INSTRUMENT WITNESSETH, THAT Beth A. Dickerson and William (Husband and wife) (single man) (single woman)

City of Chicago State of Illinois, Mortgagee(s)

MORTGAGE and WARRANT to Chicago Title & Trust Co. (Mortgagee's Address)

to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith, in the amount of \$ 2735.00

payable to the order of and delivered to the Mortgagee, in and by which the Mortgagee 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:

The North half of Lot 31 in Block 2 in Storke's Subdivision of Auburn being a Resubdivision of Blocks 1 to 16 inclusive in the West half of the Southwest quarter of Section 28, Township 38 North, Range 14, East of the Third Principal Meridian except railroad lands in Blocks 15 and 16 and except Lot 10 in Block 3 Lots 3 and 4 in Block 7, Lot 4 and the North half of Lot 5 in Block 10 and Lot 12 in Block 12
PIN 20-28-323-006
Commonly known as 7817 S. Union, Chicago, Illinois

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 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) 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;
(b) a transfer of the land to surviving co-owners, following the death of a co-owner, when the transfer is automatic according to law;
(c) leasing the property for three years or less, so long as the lease does not include an option to buy;
(d) a transfer to Mortgagee's relative resulting from death of the Mortgagee;
(e) a transfer where Mortgagee's spouse or children become owners of the property;
(f) a transfer to Mortgagee's spouse resulting from a divorce decree, separation agreement, or property settlement agreement;
(g) 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;
(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, shall thereupon, at the option of the Mortgagee, be 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 29th day of SEPT A.D. 1999

County of COOK STATE OF ILLINOIS

in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That

Beth A. Dickerson and William (Mortgagee's Name)
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 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 of the Notary Public for the State of Illinois, at Chicago, Illinois, this 29th day of SEPT, 1999.

THIS INSTRUMENT WAS PREPARED BY SUZANNE REID

UNOFFICIAL COPY

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805 501 NCS
REAL ESTATE MORTGAGAGE

REAL ESTATE MORTGAGAGE

3842316

983 NOV 22 PM 3:11
REGISTRAR OF TITLES
CAROL MORTGAGE BRAUN

Submitted by

Address

Promised

Deliver certifi. to

After receiving mail to

Address

Deliver duplicate Trust

Send to

Address

Send Deliver for Mortgages use of CAMDRONE

Jayma & Sidese
550 N. Luma
Chicago, IL

ASSIGNMENT

The undersigned, for value received, does hereby grant, bargain, sell, assign, transfer and set over to

HARBOR 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.

(Signer's name)

This

By

ACKNOWLEDGMENT

STATE OF

County of

ss.

On this _____ day of _____ 19____

_____ there personally appeared before me

known or given 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

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 _____

Property of Cook County Clerk's Office