

3867533

THIS INSTRUMENT WITNESSETH, THAT Jert J. Catledge (single man) (single woman) (Husband and wife) (single man) (single woman)

8442 S Constance City of Chicago State of Illinois, Mortgagee(s)

MORTGAGE AND WARRANT to Blue Ribbon Remodeling Co 5116 N Cicero Suite #105 Chicago Illinois 60630 Mortgagee.

to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith, in the amount of \$ 20,537.63

as provided in said contract with a final payment of the balance due on the following described real estate, to wit:

The South 1/2 of Lot 17 and Lot 18 in Block 6, in Constance, a Subdivision by Wallace E. Clement of the East 1/2 of the South West 1/4 of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN 20-30-312-035

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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

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 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; (i) 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 unexpired 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 royalties advanced for taxes, assessments and other items; then there shall be paid the unpaid balance of said contract whether due and payable by the terms thereof, or not.

DATED, this 5th day of December A.D. 19 89

Jert J. Catledge, Divorced + NOT REMARRIED & EDWARD S. KERN

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) (she) (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: Jan 23, 1991

NAME: Hemetta Apple THIS INSTRUMENT WAS PREPARED BY: Hemetta Apple

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DOCUMENT NUMBER

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1990 MAR 21 AM 9:45
CAROL MOSELE BRAUN
REGISTRAR OF TITLES

Blue Ribbon
5116 N. Avenue
Chicago, Ill.

My Commission Expires _____

Notary Public

IN WITNESS WHEREOF, I herunto set my hand and official seal.

(In the event the assignment is by a corporation) that he/she is authorized to execute the said assignment and the seal affixed thereto, if any, is the seal of the corporation.

and

the within assignment, and acknowledged that he/she executed the same, as his/her free and voluntary act of the purposes herein contained and known or known to me to be the person whose name is subscribed to

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

STATE OF Illinois }
County of Cook } ss.

ACKNOWLEDGMENT

By

Edward Stearn

Title

Blue Ribbon Remodeling Co.

(Seller's name)

Blue Ribbon Remodeling Co.

~~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 be paid 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.~~

ASSIGNMENT

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

REAL ESTATE MORTGAGE

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Date:

After recording mail to.

Space below for Recorder's use only