

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

97082389

97 DEC -7 AM 8:56

MORENO M. CARTER  
RECORDER

**REAL ESTATE MORTGAGE**

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT

George H. Rhodes & Susan Rhodes

of \_\_\_\_\_ City of \_\_\_\_\_ State of Illinois, Mortgagor(s)

(Address of Buyer)

MORTGAGE and WARRANT to

(Seller)

of \_\_\_\_\_, Mortgagee,

(Seller's Address)

to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith, in the amount of \$ \_\_\_\_\_ 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 due on August 6, 2007, the following described real estate, to wit: Lot 33 Marquette Manor, City of Gary, as shown in Plat Book 29, page 111, Lake County, Indiana.

PIN # 25-46-0546-0033 A/K/A 6701 Birch Place Gary IN 46403

situated in the County of Lake 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 Mortgagor without Mortgagee's prior written consent, Mortgagee, at Mortgagee's option, and in accordance with federal law, 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 Mortgagor is transferring or selling the interest in the property.

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IT IS FURTHER EXPRESSLY PROVIDED AND AGREED, That Mortgagor(s) shall pay all taxes, assessments, insurance premiums, and prior liens that such mortgaged property may be subject to. In case Mortgagor(s) shall fail to pay such expenses, Mortgagee, at its option, may pay them and all sums of money so expended shall be repayable by Mortgagor(s) and such expenditures(s) shall be secured by this Mortgage. 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, assessments or prior mortgages 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, 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 30th day of MAY A.D., 1997

X Kenneth W. Rhodes (SEAL)  
Mortgagor Kenneth W Rhodes

X [Signature] (SEAL)  
Mortgagor Susan Rhodes

(type or print name beneath signatures)

Person signing immediately below signs to subject his or her interests in the above described property, including any right to possession after foreclosure, to the terms of this mortgage and to waive his or her homestead exemption in the above described real estate. Person signing immediately below is not personally liable.

\_\_\_\_\_  
Mortgagor (SEAL)

(type or print names beneath signatures)

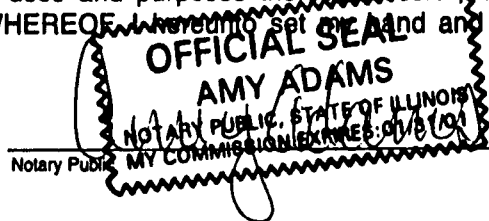
IN  
STATE OF ILLINOIS

County of Lake

ss.

I, Amy Adams in and for said County, in the State  
aforesaid, DO HEREBY CERTIFY; That Kenneth & Susan Rhodes

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 acknowledge 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 have hereunto set my hand and official seal this 30 day of May 1997.



My Commission Expires 11/31/01

THIS INSTRUMENT WAS PREPARED BY  
Equity One, Inc.  
Name 111 Plaza Dr Ste 715  
Address Schaumburg IL 60173



REAL ESTATE MORTGAGE

TO

Date:

After recording mail to:  
EQUITY ONE INC.  
ONE NATIONAL PLAZA  
1111 PLAZA DRIVE - SUITE 715  
SCHAMBURG, IL 60173  
(847) 995-9150

Space below for Recorder's use only

REC-00

ASSIGNMENT

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

By [Signature] Title Thermo Shield Inc  
President  
(Seller's name)

ACKNOWLEDGEMENT

STATE OF IL  
County of Cook/Lake } ss.

On this 5 day of August, 1997, there personally appeared before me Joel Skoon  
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

My Commission Expires 1/31/01

Joel Skoon  
President  
OFFICIAL SEAL  
AMY ADAMS  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 01/31/01