

REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT

KARL & NINA OUTTEN

(Married to each other)

516 E. 91st St
(Buyer's Address)

City of Chicago

State of Illinois, Mortgagor(s).

MORTGAGE and WARRANT to THE DARTMOUTH PLAN, INC.
FRANKLIN AVENUE, GARDEN CITY, NEW YORK

of 1301

Mortgagee.

to secure payment of that certain Retail Installment Contract (Home Improvement) executed by the MORTGAGOR(S) bearing even date herewith, payable to the MORTGAGEE above named, in the amount of \$4,575.00 principal sum of \$4,575.00 \$9658.80, being payable in 120 consecutive monthly installments of \$80.49 each, commencing 2 month(s) from the date of completion of the property improvements described in said Retail Installment Contract and on the same day of each subsequent month until paid, together with delinquency and collection charges, if any, the following described real estate, to wit:

Together with all present improvements thereon, rents, issues and profits thereof.

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 the Mortgagor(s) shall pay all taxes and assessments upon said premises when due, shall keep the buildings thereon insured to their full insurable value for the benefit of Mortgagee, shall pay all installments of prior mortgages (trust deeds) on said premises, and interest thereon, when due, and shall keep said premises in good repair. In the event of the failure of Mortgagor(s) to comply with any of the above covenants, Mortgagee, in addition to its other rights and remedies, is authorized, but is not obligated, to attend to the same and the amount paid therefor, together with interest thereon at the rate of 8% per annum, shall be due on demand and shall be added to the indebtedness secured by this mortgage. If default be made in the payment of the said Retail Installment 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 any such case the whole of the sum secured hereby shall thereupon, at the option of Mortgagee, his or its attorneys or assigns, become immediately due and payable, and this mortgage may be immediately foreclosed to pay the same, and it shall be lawful for 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 attorneys' fees, to be included in the decree, and all moneys advanced for taxes, assessments, liens, insurance and other charges; then there shall be paid the sums provided for in said Retail Installment Contract, whether due and payable by the terms thereof or not.

DATED, this 21 day of June A.D. 1985

Karl P. Outten (SEAL) Mortgagor

Nina P. Outten (SEAL) Mortgagor (type or print names beneath signatures)

STATE OF ILLINOIS

County of Cook

ss.

This Mortgage was signed at Chicago Ill

EISIE MAE HUNNICUTT and for said County, in the State aforesaid, DO HEREBY CERTIFY, That KARL & NINA OUTTEN (Married to each other)

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.

Given under my hand and official seal, this 21 day of June A.D. 1985

Eisie Mae Hunnicutt NOTARY PUBLIC

My Commission Expires Dec. 21, 1987

THIS INSTRUMENT WAS PREPARED BY

My Commission Expires

Barbara Seibert

Name 6200 N. Hiawatha Address

85273115 DOCUMENT NUMBER

UNOFFICIAL COPY

12 05

91182209

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1414866
DUPLICATA

REAL ESTATE MORTGAGE
STATUTORY FORM

34753001

REGISTRAR OF TITLES
TO
NOV 7 0 51 AM '85
THE DARTMOUTH PLAN, INC.

34753001
When recorded mail to
THE DARTMOUTH PLAN, INC.
1301 Franklin Avenue
Garden City, New York 11530

Space below for Recorder's use only

THE DARTMOUTH PLAN, INC.
6200 N. HWY 146
CHICAGO, IL 60646

DEPT-01 RECORDING \$12.00
#2302 # 9 * 85-273115
1#1111 TRNN 1446 11/07/85 11:23:00

Lot 39 (Except the East 13 feet thereof), and all of lot 40 in block 44 in S.E. Gross Fourth addition to Dauphin Park, being a subdivision of the North 1/2 of the Northeast 1/4 of the Southeast 1/4; also all that part of the Northwest 1/4 of the Southeast 1/4 lying Northeasterly of the right of way of the Chicago and Western Indiana Railroad; also that part of the Northeast 1/4 of the Southwest 1/4 lying Northeasterly of the right of way of the Chicago and Western Indiana Railroad, all in Section 3, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Tax No. 25-03-401-026

85273115

Office of Cook County Clerk