

ILLINOIS

UNOFFICIAL COPY

# 17-11-432-C15

85275268 5 # 16504-103-012

REAL ESTATE MORTGAGE

Please print or type all names and addresses.

This space for Recorder's use only.

THIS INDENTURE WITNESSETH, THAT Pablo DelRio + Nora DelRio  
749 N. Marshfield  
1531 N. Lotus Avenue City of Chicago State of Illinois Mortgagor(s).  
 (Buyer's Address)  
 MORTGAGE and WARRANT to THE DARTMOUTH PLAN, INC. of 1301  
FRANKLIN AVENUE, GARDEN CITY, NEW YORK 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 \$ 16,270.80 being payable in 120 consecutive monthly installments of 135.59 each commencing 2 months 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:

*See Sept Attached*

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 rights 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 any 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 payable therefor, together with interest thereon at the rate of 5% per annum shall be due on demand and shall be added to the indebtedness secured by this mortgage. In default of the payment of the said Retail Installment Contract, or of any part thereof, or in the case of a default in payment of taxes or assessments on said premises, or of a breach of any of the covenants or agreements herein contained, in any and in all cases the whole of the sum secured hereby, shall thereupon, at the option of Mortgagee, his or its attorney, or assigns, be forthwith immediately due and payable, and this mortgage may be immediately foreclosed to pay the same, and I shall be lawful for Mortgagee, his or its attorney, or assigns, to enter into and enjoy the premises hereby granted, or any part thereof, and to receive and collect 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 the sum provided for in said Retail Installment Contract, whether due and payable by the terms thereof or not.

DATED this 27th day of July A.D. 1985

Pablo DelRio (SEAL)  
 PABLO DEL RIO Mortgagee

Nora DelRio (SEAL)  
 NORA DEL RIO Mortgagee  
 (Type or print names of both mortgagors)

STATE OF ILLINOIS  
 County of Cook This Mortgage was signed at Chicago, Illinois

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

Pablo DelRio + Nora DelRio  
 personally known to me to be the same persons, whose names are subscribed to the foregoing instrument, appeared before me this day, in person, and acknowledged that they ~~XXX XXX~~ signed and delivered the said instrument as their ~~XXXXXX~~ free and voluntary act, for the uses and purposes therein set forth, and that they had and lawfully acquired the right of homestead.

Given under my hand and official seal this 3rd day of September A.D. 1985

Irving Koidin  
 NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY My Commission Expires January 19, 1987

Irving Koidin  
 Name  
412 Brookside Drive  
 Address  
Wilmette, Illinois 60091

85275268  
 DOCUMENT NUMBER

# UNOFFICIAL COPY

85275268

17-06-432-015-0000P

849 N. Marshfield  
The N. 1/2 of lot 1 in Block 17 in Johnston's Subdivision of the E. 1/2 of the SE 1/4 of section 6, township 39 N., Range 14 East of the Third Principal Meridian in Cook County Illinois.

1531 N. Lotus  
Lot 15 in Block 1 in Keeney's Highland Addition to Austin being a Subdivision of the north 1/2 of the North West 1/4 of section 4 township 39 north, Range 13, East of the Third Principal Meridian in Cook County Illinois.

When recorded mail to  
**ROSE ANN CHALMERS**  
**THE DARTMOUTH PLAN, INC.**  
1301 Franklin Avenue  
Garden City, New York 11530



THE DARTMOUTH PLAN, INC.

*Rabbs DeVito*  
*Nora Del Rio*

REAL ESTATE MORTGAGE  
STATE BAR FORM

85-275268

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