

WILL  
BILL

ILLINOIS

UNOFFICIAL COPY

85306098

REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

PERMANENT PARCEL NUMBER 18-06-131-033- & 043

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT DONN HUTCHINS & ABIGAIL E. HUTCHINS  
HIS WIFE

4232 HAMPTON City of WESTERN SPRINGS 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 \$36772.40, being payable in 180 consecutive monthly installments of 204.28 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

The S 1/2 of Lot 6 and all of Lot 7 in Block 16 in J. C. Caldwell's Subdivision of C.C. Lay's Addition to Western Springs (except Block 15 and Except the North 2 acres of the E 1/2 of Block 16 including streets) being a subdivision of the E 1/2 of the NW 1/4 of Section 6, Township 38 North, Range 12, East of the Third Principal Meridian, and 3.554 acres in South Part of Section 31, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois together with all present improvements thereon, rents, issues and profits thereof

(Lot 7) 18-06-131-033  
(S 1/2 Lot 6) 18-06-131-043  
4232 HAMPTON  
WESTERN SPRINGS, IL.

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 22ND day of APRIL A.D. 1985

Donn Hutchins (SEAL)  
Mortgagor

Abigail E. Hutchins (SEAL)  
Mortgagor

ABIGAIL E. HUTCHINS  
(type or print names beneath signatures)

STATE OF ILLINOIS }  
County of COOK } 55  
The Mortgage was signed at 4232 HAMPTON

I, Deborah Pause Schickelmann in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That

DONN HUTCHINS & ABIGAIL E. HUTCHINS  
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 22nd day of April A.D. 1985

Deborah Pause Schickelmann  
NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY \_\_\_\_\_ My Commission Expires 7/87

CLAUDE MEYER  
Name  
THE DARTMOUTH PLAN, INC.  
Address  
1301 FRANKLIN AVENUE  
GARDEN CITY, NEW YORK  
1/85  
10/85



85306098  
DOCUMENT NUMBER

# UNOFFICIAL COPY

DEPT-01 RECORDING \$11.25  
T#2222 TRAN 0035 12/03/85 11:05:00  
#0458 # B \* -85-306098

REAL ESTATE MORTGAGE  
STATUTORY FORM

DOWN HUTCHINS, ABIGAIL E. HUTCHINS

TO

THE DARTMOUTH PLAN, INC.

When recorded mail to:  
ROSE ANN CHAMBERS  
THE DARTMOUTH PLAN, INC.  
1307 Franklin Avenue  
Garden City, New York 11530

Space below for Recorder's use only

85-306098

Cook County Clerk's Office

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