

REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT

Rafael Rivera and wife Clara Rivera

4310 W. Drummond
(Buyer's Address)

City of Chicago

State of Illinois, Mortgagor(s).

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 \$30507.60, being payable in 120 consecutive monthly installments of 254/23 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

Lot 24 in Overfield's Reabdivision of Block 1 of Carne & Coombs addition to Pennock being a subdivision of the SW 1/4 of the NW 1/4 of the SE 1/4 of section 27 township 40 N Range 13 East of the Third Principal Meridian in Cook County Illinois.

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 attorney's 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 12 day of OCTOBER A.D. 1985

Rafael Rivera (SEAL) Mortgagor RAFAEL RIVERA

Clara Rivera (SEAL) Mortgagor (type or print names beneath signatures) CLARA RIVERA

STATE OF ILLINOIS

County of Cook

This Mortgage was signed at 4310 W. Drummond

CHICAGO

I, STUART KRISMAN in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That

Rafael Rivera and wife Clara Rivera

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 18th day of November A.D. 1985

Stuart R. Krisman NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY

My Commission Expires 11/14/87

Barbara Judson Name THE DARTMOUTH PLAN Address 1301 FRANKLIN AVE. GARDEN CITY, N.Y. 11530

85315921 DOCUMENT NUMBER

UNOFFICIAL COPY

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REAL ESTATE MORTGAGE
STATUTORY FORM

Kathal Anna
Clara Anna

TO

THE DARTMOUTH PLAN, INC.

THE DARTMOUTH PLAN, INC.
1201 Franklin Avenue
Cambridge City, New York 11530

Space Design for Recorder's Use Only

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