

ILLINOIS **UNOFFICIAL COPY**

86611877

REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH THAT BARBARA J. CLAYTON BARBARA J. CLAYTON

7319 S. MICHIGAN 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 \$ 48,934.⁸⁰ being payable in 120 consecutive monthly installments of 407.⁷⁴ 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 8 (except the North 15 feet) and Lot 9 (except the South 5 feet) in Subdivision of Lots 7 to 12 in Block 21 in Pitner Subdivision of the South West 1/4 of Section 27, Township 38 N., Range 14 East of the Third Principal Meridian.

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 moneys 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 14 day of SEPT AD 19 86 86611877

Barbara J. Clayton (SEAL)
Mortgagor
Barbara J. Clayton
Ann Marie B. Masterson (SEAL)
Mortgagor
Ann Marie B. Masterson
Dorothy A. Davis
Dorothy A. Davis

STATE OF ILLINOIS }
County of COOK } ss
LESTER PASIK in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That

BARBARA J. CLAYTON BARBARA J. CLAYTON ANN MARIE B. MASTERSON ANN MARIE B. MASTERSON DOROTHY A. DAVIS DOROTHY A. DAVIS
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 14 day of SEPT AD 19 86
LESTER PASIK
NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY
C. Beegan
Name
Address

My Commission Expires
"OFFICIAL SEAL"
LESTER PASIK
Notary Public, State of Illinois
My Commission Expires Feb. 9, 1988
DOCUMENT NUMBER

UNOFFICIAL COPY

11.00e

25 DEC 85 12:28

86-611877

REAL ESTATE MORTGAGE
STATUTORY FORM

Annie B. Martin

Barbara Jean Clayton

Dorothy A. Davis

TO

THE DARTMOUTH PLAN, INC.



When recorded mail to

THE DARTMOUTH PLAN, INC.
1000 Stewart Avenue
Newburgh, N.Y. 11590

Space below for Recorder's use only

86611877

Property of Cook County Clerk's Office

123-22-1111 1111-1111-1111-1111-1111-1111