

CM

ILLINOIS

UNOFFICIAL COPY

05-14-125-037 #
8 5 3 3 3
-86-033640

REAL ESTATE MORTGAGE

(Please print or type all names and addresses.)

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT RAYMOND L. JOHNSON LEETA JOHNSON

9048 S. LOWE 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 \$ 331620, being payable in 60 consecutive monthly installments of 60 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:

Lot 17 in Block 21 in Part of south Englewood being a subdivision of the north west $\frac{1}{2}$ of section 47 that portion of the north east $\frac{1}{2}$ of section 5 lying east of the center line of the Chicago Rock Island and Pacific Railroad all in township 37 North range 14 East of the third Principal Meridian commonly known as 9048 South Lowe Ave. Chicago Ill. 60617

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 Mortgagors 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 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 10 day of SEPTEMBER A.D. 19 87

Raymond L. Johnson (SEAL)
Mortgagor
RAYMOND L. JOHNSON
Leeta Johnson (SEAL)
Mortgagor
Type or print names beneath signatures:
LEETA JOHNSON

STATE OF ILLINOIS

County of COOK

This Mortgage was signed at CHICAGO, ILL.

I HARVEY BECKEL in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That:

RAYMOND L. JOHNSON & LEETA JOHNSON
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 (he, she) signed, sealed and delivered the said instrument as the (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 10 day of SEPTEMBER A.D. 19 87

Harvey Beckel
NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY:

My Commission Expires 7/26/88

Barbara Gussner
Name
CP
Address

THE DARTMOUTH PLAN, INC.
1800 Stewart Avenue
Westbury, N.Y. 11590

-86-033640
DOCUMENT NUMBER

11.00 E

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REAL ESTATE MORTGAGE
STATUTORY FORM

Johnson, Raymond
Johnson, Debra
TO

THE DARTMOUTH PLAN, INC.



When received, please return to
ROSE ANN CHILMERS

THE DARTMOUTH PLAN, INC.
1605 S. W. AVENUE
WESTPORT, N.Y. 11590

Space below for Recorder's use only

Property of Cook County Clerk's Office

or copy to

County of Cook

02-0000-005-

THE DARTMOUTH PLAN, INC.
1605 S. W. AVENUE
WESTPORT, N.Y. 11590