

CM-16

ILLINOIS

UNOFFICIAL COPY

07-20-209-012

86058632

REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

(This space for Recorder's use only)

THIS INCENTURE WITNESSETH, THAT

FRANK J. Walker and Betty L. Walker

114 Ellington
(Buyer's Address)

City of Schaumburg

State of Illinois, Mortgagor(s).

MORTGAGE and WARRANT, to THE DARTMOUTH PLAN, INC.
FRANKLIN AVENUE, GARDEN CITY, NEW YORK

of 1301

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 \$79,363.32, being payable in 84 consecutive monthly installments of 124.93 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 869 in Strathmore Schaumburg Unit 11 being a subdivision of part of the north east 1/4 of section 20 township 41 North range 10 East of the Third Principal meridian according to the plat thereof recorded 4/9/72 as Doc. #21872536 in Cook County Illinois.

07-20-209-012

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 12th day of September A.D. 1985

Frank J. Walker (SEAL)
Mortgagor
Betty L. Walker (SEAL)
Mortgagor
(Type or print names beneath signatures)
BETTY L. WALKER

STATE OF ILLINOIS }
County of Cook } 39.

This Mortgage was signed at 114 ELLINGTON
SCHAUMBURG IL

Mitchell W. Drexler in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That FRANK J. Walker BETTY L. WALKER 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 October A.D. 1985

THIS INSTRUMENT WAS PREPARED BY
Barbara Gardner
Name

My Commission Expires 1-2-88

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

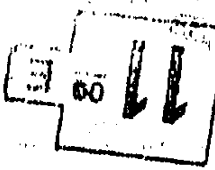
DOCUMENT NUMBER

86058632

UNOFFICIAL COPY

STATIONER

86-058832-98



Space herein for Recorder's Use Only

When recorded mail to
ROSE ANN CHALMERS
THE DARTMOUTH PLAN, INC.
1001 Stewart Avenue
Brooklyn, N.Y. 11203



THE DARTMOUTH PLAN, INC.

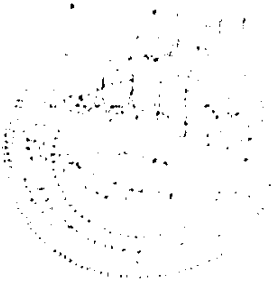
TO

MALHEK FRANK S.
Bobby L. Walker

REAL ESTATE MORTGAGE
STATUTORY FORM

10 FEB 86 21 05

100-10-00 307100 86058832-98



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