

CM 20

-86-111898

ILLINOIS

UNOFFICIAL COPY 86111898

Record & Index No. 20-19-412-010

REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH THAT Enos Davis and Zella Davis

6823 S. Woods 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 \$ 5905.20 being payable in 84 consecutive monthly installments of 70.30 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 39 in Block 9 in W.O. Lamphere's addition to Englewood, being a subdivision in the Southeast 1/4 of Section 19, Township 38 North, Range 1/4, East of the Third Principal Meridian, in Cook County, Illinois.

20-19-412-010-0000  
RP

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 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 15 day of April A.D. 19 85

X Enos Davis (SEAL)  
Mortgagor  
X Zella Davis (SEAL)  
Mortgagor  
(type or print names beneath signatures)  
Zella Davis

STATE OF ILLINOIS } This Mortgage was signed at 6823 S. Woods

County of Cook } ss.

I, Suzanne Reid in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That  
Enos Davis and Zella 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 15th day of April A.D. 19 85  
Suzanne Reid  
NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY My Commission Expires June 22, 1987

JOSE C ALVAREZ  
Name  
2530 N. Milwaukee  
Address

-86-111898  
DOCUMENT NUMBER

868111-98

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REAL ESTATE MORTGAGE  
STATUTORY FORM

DAVIS, ERIC'S  
DAVIS, ZELLA

TO

THE DARTMOUTH PLAN, INC.

ROSE ANN CHALMERS

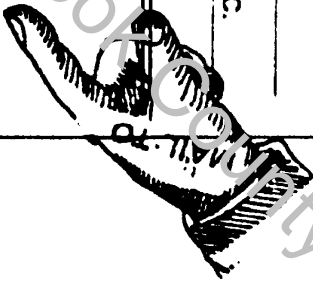
When recorded mail to

THE DARTMOUTH PLAN, INC.  
150 STREET AVENUE  
ASTEN, N.Y. 11560

Space below for Recorder's use only



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24 MAR 86 10: 28

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