

REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT Herman McBryde & Rose McBryde

1412 E. 91st St. 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 \$ 3958.20, being payable in 60 consecutive monthly installments of 65.97 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: 1412 E. 91st St.

The E. 11 feet of Lot 39 & all of Lot 40 in Block 22 in Second Addition to Calumet Gateway, being a subdivision of part of the NE 1/4 of Section 2, Township 37 N, Range 14 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 29 day of January A.D. 19 83

Herman McBryde (SEAL)
Mortgagor

Rose McBryde (SEAL)
Mortgagor
(type or print name with signature)

Rose McBryde

STATE OF ILLINOIS }
County of Cook } ss.

This Mortgage was signed at 1412 East 91st St.

Chicago, Ill.

STUART THOMAS KREISMAN in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That

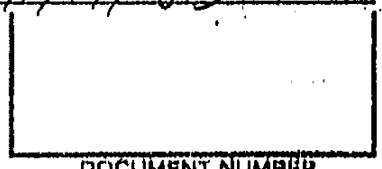
Herman McBryde & Rose McBryde personally known to me to be the said person(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (they) (he) (she) signed, sealed and delivered the said instrument, as (their) (his) (her) free and 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 4th day of February A.D. 19 83

Stuart R. Kreisman
NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY _____ My Commission Expires 11/11/83

Carolyn Beegan
Name
THE DARTMOUTH PLAN, INC.
Address 1600 S. ...
Westbury, N.Y. 11590



UNOFFICIAL COPY

86120506

HAR-31-86

59097

86120506

1000

OWN: MAIR, RUDOLPH, ET AL

AND: WIFE: MAIR, HELEN

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M

Space below for Recorder's use only

THE DARTMOUTH PLAN, INC.
1800 Street Avenue
W. 20th Fl., N.Y. 11590

When recorded mail to:

ROSE ANN CHAPMAN

THE DARTMOUTH PLAN, INC.

TO

MCBRIDE: HERMAN
ROSE

REAL ESTATE MORTGAGE
STATUTORY FORM

86120506

95021-86

ASSIGNMENT

The undersigned, for value received, does hereby grant, bargain, sell, assign, transfer and set over to _____ right, title and interest in and to the Mortgage appearing on the reverse side hereof and the money due and to become due on the Retail Installment Contract (Home Improvement) secured thereby and warrants that no liens have been filed by Assignor on the property described in the Mortgage.

(The Dartmouth Plan, Inc.)

Title _____

ACKNOWLEDGEMENT

STATE OF _____
County of _____

ss.

On this _____ day of _____, 10____, there personally appeared before me

_____ known or proven to me to be the person whose name is subscribed to the within assignment, and acknowledged that he executed the same, as his free and voluntary act for the purposes therein contained and that he is _____ of _____ the corporation which executed the foregoing assignment, and was authorized to execute the said assignment and that the seal affixed thereto, if any, is the seal of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires _____

31 MAR 86 11:10

I.L.S.