

ILLINOIS

UNOFFICIAL COPY 86-161776

REAL ESTATE INDEX NO: 25-21-126-020

REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT JIMMY BARNEY MARY BARNEY + WILLIE GUICE

11428 S. LOUVE City of CHICAGO State of Illinois Mortgagor(s)

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 \$7,268.60 being payable in 120 consecutive monthly installments of \$60.57 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, or any amendment to said Retail Installment Contract, or any consolidation thereof pursuant to the Illinois Retail Installment Sales Act, together with delinquency and collection charges, if any, the following described real estate, to wit: Lot 9 in Block 27 in Second Addition to Sheldon Heights, being a Subdivision of the W. 1/2 of the E. 1/4 of the W. 1/2 (except the E. 8 feet, the N. 33 feet & the S. 33 feet thereof) & the E. 1/2 of the W. 1/2 of the E. 1/2 of the W. 1/2 (except the N. 33 feet & the S. 33 feet thereof) of the NW 1/4 of Section 21, 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 25-21-126-020-0000

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 11th day of Jan A.D. 1986

Signatures of Jimmy Barney, Willie Guice, and Mary Barney with (SEAL) and print names below.

95 APR 25 10:56

STATE OF ILLINOIS County of Cook

This Mortgage was signed at 11428 S. LOUVE CHICAGO

I, JERRY R. MITCHELL, Notary Public, do hereby certify, That JIMMY BARNEY, MARY BARNEY, and WILLIE GUICE 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 24 day of MARCH A.D. 1986

Signature of Jerry R. Mitchell, Notary Public

Notary Public information including name Celeste Mansfield, address 1600 Stewart Ave. Westbury, NY, and commission expiration date 2-28-89.

Document number box containing -86-161776

DOCUMENT NUMBER 11.00 E

REAL ESTATE MORTGAGE
STATUTORY FORM

TO

THE DARTMOUTH PLAN, INC.



When recorded mail to **ROSE ANN CHALMERS**

THE DARTMOUTH PLAN, INC.
1600 Stewart Avenue
Westbury, N.Y. 11590

Space below for Recorder's use only

Proprietary Cook County Clerk's Office