

05170025

REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

REAL ESTATE INDEX NO: 28-23-212-036

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH THAT Angernette Y. Allbritton
Albert Allbritton
16026 S. Turner City of Markham State of Illinois Mortgagee
(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 \$15,436.00 being payable in 120 consecutive monthly installments of 128.80 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 7 and the South 1/2 of Lot 6 in Block in Elmore Kedzie Avenue Ridge, being a Subdivision of the North East 1/2 and the South East 1/4 of Section 23 Township 36 North, Range 13, East of the Third Principal meridian, lying South of the Indian Boundary Line, in Cook County, Illinois.

Together with all present improvements thereon, rents, issues and profits thereof 02 FEB 93 AM 9

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 a 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 Mortgagee shall pay all taxes and assessments upon said premises when due, shall keep the buildings thereon insured to the full insurable value to the benefit of Mortgagee, shall pay all interest on all mortgages, trust deeds, on said premises and on all other indebtedness and shall keep said premises insured against fire and theft, the failure of Mortgagee to comply with any of the above covenants of Mortgagee shall in no way affect the validity of the mortgage but is not obligated to attend to the same and the Mortgagee shall be liable to its other creditors for the same. The Mortgagee shall be due on demand and shall be liable to the holder of the mortgage in default to pay the amount of the unpaid Retail Installment Contract or of any part thereof, together with the amount of taxes or assessments, as aforesaid, in the event of a breach of any of the covenants or agreements herein contained. In such case the whole of the mortgage shall thereupon, at the option of Mortgagee, be forthwith, immediately due and payable and the mortgagee may be immediately foreclosed to pay the same, and it shall be lawful for the Mortgagee, its attorneys or assigns to enter into and upon the premises hereby granted, or any part thereof, and to receive and collect the rents, issues and profits thereof.

UPON THE FORECLOSURE AND SALE of said premises, there shall be 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 22nd day of January A.D. 19 86

Angernette Allbritton (SEAL)
Mortgagee
Angernette Allbritton
Albert Allbritton (SEAL)
Mortgagee
Albert Allbritton
(Type or print names and signatures)

STATE OF ILLINOIS
County of Cook This Mortgage was signed at 16026 S. Turner
Markham, IL

I Myrna Litwin in and for said County in the State aforesaid DO HEREBY CERTIFY That

Albert Allbritton and his wife Angernette 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 ~~XXXXXX~~ signed, sealed and delivered the said instrument as their ~~XXXXXX~~ 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 22nd day of January A.D. 19 86

Myrna Litwin
Notary Public
My Commission Expires April 15, 1988

THIS INSTRUMENT WAS PREPARED BY
Alex Tapper, Pres.
Name
Address

86-176025
DOCUMENT NUMBER

UNOFFICIAL COPY

Order of Sale of Real Estate

Angermette Albritton
Albert Albritton

THE DARTMOUTH PLAN, INC.

When recorded here by
ROSE ANN CHALMERS

THE DARTMOUTH PLAN, INC.
1825 Stewart Avenue
Newbury N.Y. 11560

Order of Sale of Real Estate

Property of Cook County Clerk's Office

11⁰⁰ E