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# ILLINOIS UNOFFICIAL COPY

86233805

## REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

Real Estate Index No. 16-09-315-053

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT Johnnie J. Brookins & Elaine Freeman Brookins

116 N. Lotus 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 \$ 16114.80, being payable in 120 consecutive monthly installments of 134.29 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:

that part of the N 41.7 feet of Lot 45 to 52, both inclusive taken at a tract in Block 2 in Crafts addition to Austinville, being Craft's Subdivision of a line W. 36 1/2 acres of Section 3 & Township 39 W. Range 13 East of the Th9rd Principal Meridian, lying E or a line drawn at right angles to the S. line of the N 41.75 feet of said lots 45 to 52, taken as a tract from a point on S. line 37.25 feet W. of the SE corner of the N 41.75 feet of said Lots 45 to 52 takes as a tract in Cook County 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 10 day of DECEMBER A.D. 1985

Johnnie J. Brookins (SEAL)  
Mortgagor  
Elaine Freeman Brookins (SEAL)  
Mortgagor  
(type or print names beneath signatures)  
Elaine Freeman Brookins

STATE OF ILLINOIS }  
County of Cook } ss.  
I, DAN STAVINS in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That

This Mortgage was signed at 116 N. Lotus  
CHICAGO

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 10 day of DECEMBER A.D. 1985  
Allen Stearns  
NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY  
My Commission Expires May 1, 1988

DAN STAVINS  
Name  
6246 N. PULASKI  
Address  
CHGO

86-233805  
DOCUMENT NUMBER

11.00 E

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REAL ESTATE MORTGAGE  
STATUTORY FORM

Beckins, Johnnie J

TO

THE DARTMOUTH PLAN



When recorded mail to:

THE DARTMOUTH PLAN  
110 Stewart Ave.  
W. BOSTON, N.Y.

Space below for Recorder's use only  
ROSE ANN CHALMERS

PROPERTY OF Cook County Clerk's Office

70-1115-11