

ILLINOIS

UNOFFICIAL COPY

76102632

REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

Real Estate Index Number: 14-17-214-005

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT Edward S. Waleczak, Lance Buchanan, and Lawrence Levy AKA L. Levy

2020 Lincoln Park West 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 Mortgagor

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 \$37,190.40, being payable in 120 consecutive monthly installments of \$309.92 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:

SEE LEGAL ATTACHED

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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 28th day of January A.D. 1987

Cathy Samantha Louca Notary Public in and for the State of New York Commission Expires January 31, 1989

Signatures of Edward S. Waleczak, Lance Buchanan, and Lawrence Levy AKA L. Levy with seals and names.

STATE OF ILLINOIS NY } ss. This Mortgage was signed at CHICAGO, ILLINOIS & NEW YORK, N.Y. County of NY

I, Cathy Samantha Louca in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That

Lawrence Levy AKA L. Levy personally known to me to be the same person whose name (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 28 day of January A.D. 19 87 Notary Public Cathy Samantha Louca My Commission Expires 1/31/89

THIS INSTRUMENT WAS PREPARED BY Irving Koidin Name 412 Brookside Drive Address Wilmette, Illinois 60091

DOCUMENT NUMBER

# UNOFFICIAL COPY

DEPT-01 RECORDING \$14.00  
T#0222 TRAN 2282 07/22/87 09:36:00  
#2992 #33 \*--37-402632  
COOK COUNTY RECORDER

REAL ESTATE MORTGAGE  
STATUTORY FORM

Edward S. Waleczak, Lessor  
Burhanan & Lawrence Levy  
TO MA L. Levy

THE DARTMOUTH PLAN, INC.

When recorded mail POSE ANN CHAMBERS

THE DARTMOUTH PLAN INC.  
1500 STEWART AVE.  
WESTBURY, N.Y. 11590

Space below for Recorder's use only



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22 JUL 1987

14 00

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Property of Cook County Clerk's Office

# UNOFFICIAL COPY

07402002

Lot 19 in Fitch's Subdivision of 10 Rods S. of & adjoining the N. 60 Rods of the E. 1/2 of the NE 1/4 of Section 17, Township 40 N., Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

14-17-214-005 BGO gm.

Property of Cook County Clerk's Office

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This Mortgage was signed at \_\_\_\_\_

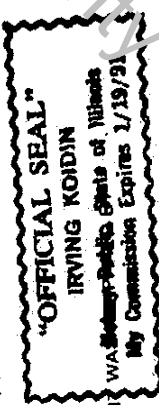
STATE OF ILLINOIS

County of Cook } ss. \_\_\_\_\_ in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That

Irving Koidin  
Edward S. Walczak and Lance Buchanan  
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) (~~they~~) signed and delivered the said instrument as (their) ~~joint~~ 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 28th day of January A.D. 19 87

*Irving Koidin*



NOTARY PUBLIC  
My Commission Expires January 19, 1991

DOCUMENT NUMBER

THIS INSTRUMENT  
Name Irving Koidin  
Address 412 Brookside Drive  
Wilmette, Illinois 60091