

REAL ESTATE MORTGAGE

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Real Estate Index Number: 16-11-213-019

(Please print or type all names and addresses)

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT ESAU SPENCER AND BLANCHE J. SPENCER

613 N. CHRISTIANA City of CHICAGO State of Illinois, Mortgagor(s)
(Buyer's Address)

MORTGAGE and WARRANT to CITY HOME SERVICES Mortgagee
(Contractor)

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 \$3979.36, being payable in 24 consecutive monthly installments of 166.54 each, commencing two (2) months 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

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 right ~~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 ~~WAIVED AND AGREED~~ THAT the Mortgagor(s) shall pay all taxes and assessments upon said premises when due, shall keep ~~the buildings thereon~~ in good repair 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 Mortgagee 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.

THE MORTGAGOR IS TO MAINTAIN Fire and Extended Coverage or other physical damage insurance for the benefit of the Mortgagor, and Flood insurance as required under the Flood Disaster Protection Act.

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 2ND day of JUNE AD 1987 87409044

MUST BE SIGNED IN THE PRESENCE OF A NOTARY.

Esau Spencer (SEAL) Mortgagor
Blanche J. Spencer (SEAL) Mortgagor
(type or print name beneath signatures) Blanche J. Spencer

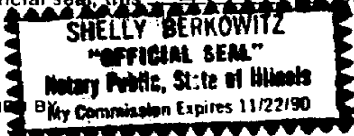
NOTE: This document is a mortgage which gives your contractor and its assignees a security interest in your property. The mortgage is taken as collateral for the performance of your obligations under your home improvement contract.

STATE OF ILLINOIS }
County of COOK } SS This Mortgage was signed at 613 N. CHRISTIANA

I, SHELLY BERKOWITZ in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That

ESAU SPENCER AND BLANCHE J. SPENCER 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 2ND day of JUNE A.D. 1987



Shelly Berkowitz
NOTARY PUBLIC
My Commission Expires _____

THIS INSTRUMENT WAS PREPARED BY SHELLY BERKOWITZ
Name 6246 N. PULASKI
Address

DOCUMENT NUMBER

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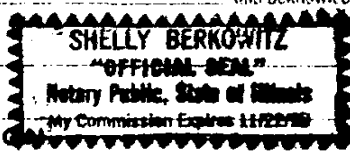
For consideration paid mortgage from to and intended to be recorded with immediately prior hereto does hereby assign said mortgage and claim secured thereby to THE DARTMOUTH PLAN, INC. 1301 Franklin Avenue, Garden City, N.Y. 11530.

WITNESS my (our) hand(s) and seal(s) this day of June 26, 1987. [Signature]

IN WITNESS THEREOF [Signature] has caused its corporate seal to be affixed hereto and these presents to be signed on its behalf by its President or a Vice-President or its Treasurer or an Assistant Treasurer duly authorized this day of 19

ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF Illinois COUNTY OF Cook SS Then personally appeared the above named assignment to be his (her) free act and deed Before me, Notary Public My commission expires



ACKNOWLEDGEMENT BY CORPORATIO

THE STATE OF COUNTY OF SS Then personally appeared the above named and respectively of the foregoing assignment to be the free act and deed of said officer and said corporation and that the seal affixed to said instrument is the corporate seal of said corporation Before me, Notary Public My commission expires

ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF COUNTY OF SS Then personally appeared the above named a partnership, and acknowledged the foregoing and deed of said partnership. Before me, Notary Public My commission expires

DEPT. OF RECORDING 43775 80 4-87-107044 COOK COUNTY RECORDER

87409044 / 13 87409044 REAL ESTATE MORTGAGE STATUTORY FORM Esau Spencer & Blanche J. Spencer TO City Home Services ASSIGNMENT OF MORTGAGE City Home Services TO THE DARTMOUTH PLAN, INC.

THE DARTMOUTH PLAN INC. 1600 STEWART AVE. WESTBURY, N.Y. 11590. Includes notary seal for Ann Chalmers and a hand pointing to the seal.

Space below for Recorder's use only

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Lot 30 in Block 1 in Phinney's Sub of the SW 1/4 of the NE 1/4 of the
of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in
nty, Illinois.

BHD-OK

Property of Cook County Clerk's Office
87403044