

REAL ESTATE MORTGAGE

UNOFFICIAL COPY

87461369

Real Estate Index Number: 17-05-312-077

(Please print or type all names and addresses)

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT CARMEN ROCHA AKA CARMEN MARTINEZ ROCHA

1456 W. CHESTNUT City of CHICAGO State of Illinois, Mortgagor(s),  
(Buyer's Address)

MORTGAGE and WARRANT to CHICAGO HOME RENOVATORS, INC. 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 \$17,028.<sup>00</sup>, being payable in 120 consecutive monthly installments of 141.90 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 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.

THE MORTGAGOR IS TO MAINTAIN Fire and Extended Coverage or the 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 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 9th day of JUNE A.D. 19 87

MUST BE SIGNED IN THE PRESENCE OF A NOTARY.

X Carmen Rocha (SEAL) Mortgagor Carmen Rocha

AKA Carmen Martinez Rocha (SEAL) Mortgagor

(type or print names beneath signatures) Carmen Martinez Rocha

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 This Mortgage was signed at 1456 W. CHESTNUT

County of Cook ss. CHICAGO, IL 60622

I, DENNIS W. HILL in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That

CARMEN ROCHA AKA CARMEN MARTINEZ ROCHA

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 9th day of JUNE A.D. 19 87

Dennis W. Hill  
NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY My Commission Expires 6-17-90

Dennis W. Hill  
Name  
4331 N. Elston CHGO IL 60641  
Address

" OFFICIAL SEAL "  
DENNIS W. HILL  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 6/17/90

DOCUMENT NUMBER

ASSIGNMENT OF MORTGAGE

UNOFFICIAL COPY

For consideration paid Chicago Home Renovators, Inc holder of the within mortgage, from Carmen Rocha to Carmen Rocha dated 6-7-87 and intended to be recorded with Recorder's office 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         , 19         . IN WITNESS THEREOF, Chicago Home Renovators, Inc 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 July, 19 87. By Robert Zwiarnow Secretary (Corporate Only) / Robert Zwiarnow Duly Authorized (Name of Officer and Title)

ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF         , COUNTY OF          SS.          Then personally appeared the above named          and acknowledged the foregoing assignment to be his (her) free act and deed. Before me,          Notary Public My commission expires         , 19         .

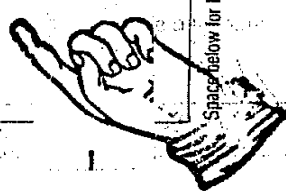
ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF Illinois, COUNTY OF Cook SS.          Then personally appeared the above named ROBERT ZWIARNOW the PRESIDENT and Chicago Home Renovators and acknowledged 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, Dennis W Hill Notary Public My commission expires 6-17, 19 90.

ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF         , COUNTY OF          SS.          Then personally appeared the above named          a General Partner of          a partnership, and acknowledged the foregoing assignment to be his free act and deed and the free act and deed of said partnership. Before me,          Notary Public My commission expires         , 19         .

87461369 13 E -87-461369 REAL ESTATE MORTGAGE STATUTORY FORM Carmen Rocha Aka Carmel Martinez Rocha Chicago Home Renovators, Inc. ASSIGNMENT OF MORTGAGE Chicago Home Renovators, Inc. TO THE DARTMOUTH PLAN, INC. ROSE ANN CHALMERS THE DARTMOUTH PLAN INC. 1600 STEWART AVE. WESTBURY, N.Y. 11590



Space below for Recorder's use only

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Lot 29 in Block 22 in Subdivision of the S. 1/2 of Block 22 of Canal Trustees Subdivision, W. 1/2, Section 5, Township 39 N., Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

17-05-319-077

ESO *RS*

Property of Cook County Clerk's Office

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