

REAL ESTATE MORTGAGE
(Please print or type all names and addresses)

UNOFFICIAL COPY

Real Estate Index No: 16-23-114-003

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT FLOYD MOSLEY AND BERNICE MOSLEY

3943 W 14TH ST City of CHICAGO State of Illinois, Mortgagor(s)
(Buyer's Address)

MORTGAGE and WARRANT to FOOTLIK BROS, INC.
3647 N KEDZIE, CHICAGO, ILL 60618 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 \$ 4282.80, being payable in 60 consecutive monthly installments of \$71.38 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 attached Schedule A"

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 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 22ND day of JULY A.D. 19 87

MUST BE SIGNED IN THE PRESENCE OF A NOTARY.

Bernice Mosley (SEAL)
Bernice Mosley Mortgagee
Floyd Mosley (SEAL)
Floyd Mosley Mortgagee
(Type or print names beneath signatures)

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.

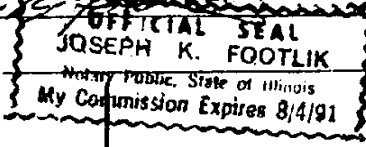
STATE OF ILLINOIS }
County of COOK } ss. This Mortgage was signed at 3943 W 14TH ST
CHICAGO, ILLINOIS

I, JOSEPH K. FOOTLIK in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That FLOYD MOSLEY AND BERNICE MOSLEY

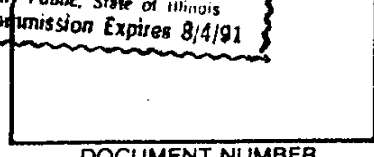
personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (they) (he) (she) signed, sealed and delivered the said instrument as (their) (his) (her) free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 22ND day of JULY A.D. 19 87

Joseph K. Footlik
NOTARY PUBLIC
My Commission Expires



THIS INSTRUMENT WAS PREPARED BY
Joseph K. Footlik
Name
3647 N. KEDZIE
Address



DOCUMENT NUMBER

ASSIGNMENT OF MORTGAGE

UNOFFICIAL COPY

For consideration paid... mortgage from FLOYD MOSLEY & BERNICE MOSLEY to FOOTLIK BROS, INC. dated 7/22/87

and intended to be recorded with RECORDERS OFFICE (REGISTER OF TITLES) OF COOK COUNTY OF ILLINOIS 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, SHERWIN W. FOOTLIK FOOTLIK BROS, 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 13th day of AUGUST 1987 By Sherwin W. Footlik Ass't Sec'y

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... My commission expires... 19...

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF ILLINOIS COUNTY OF COOK SS... Then personally appeared the above named SHERWIN W. FOOTLIK the Ass't Sec'y and... FOOTLIK BROS, INC. 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... My commission expires... JOSEPH K. FOOTLIK Notary Public, State of Illinois My Commission Expires 8/4/91

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... My commission expires... 19...

67516875

REAL ESTATE MORTGAGE STATUTORY FORM Floyd Mosley & Bernice Mosley TO Footlik Brothers Inc. DBA Bargain Bldrs Const. ASSIGNMENT OF MORTGAGE Footlik Brothers Inc. DBA Bargain Bldrs Const. TO THE DARTMOUTH PLAN, INC.

When recorded mail to ROSE ANN CHALMERS THE DARTMOUTH PLAN, INC. 1301 Franklin Avenue Garden City, New York 11530

Space below for Recorder's use only

UNOFFICIAL COPY

07516875

The E. 16 feet of Lot 5 & the W. 16 feet of Lot 4 in Block 4 in Douglas Park Boulevard Bohemian Land Association Subdivision in the NW 1/4 of Section 23, Township 39 N., Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Real Estate Index No: 16-23-114-003 ^{CB}
Premises known as and by: 3943 W. 14th St. Chicago, IL. 60623

Property of Cook County Clerk's Office
87516875

22 SEP 87 11

13.00 87516875 A -- 16-23-114-003 16099 19-22-87

\$13.00/6

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Property of Cook County Clerk's Office

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