

REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

UNOFFICIAL COPY 87527373

Real Estate Index No: 29-31-403-005

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT John J. Henry and Mary C. Henry

1635 Pine Road City of Homewood State of Illinois, Mortgagor(s),
(Buyer's Address)

MORTGAGE and WARRANT to Aloha Pool Sales, Inc.

(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 \$11,744.40 being payable in 120 consecutive monthly installments of \$97.87 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 31st day of July A.D. 1987

MUST BE SIGNED IN THE PRESENCE OF A NOTARY.

John J. Henry (SEAL) Mortgagor
Mary C. Henry Mortgagor
Mary C. Charland (SEAL) Mortgagor
(type or print names beneath signatures)

Mary C. Charland

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 1635 Pine Road

County of Cook

ss.

Homewood, Illinois

I, Randall L. Ritz in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That

John J. Henry and Mary C. Henry 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.

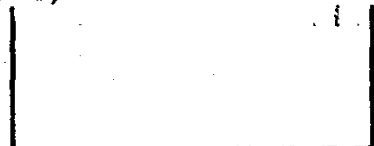
Given under my hand and official seal, this 31st day of July A.D. 1987

NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY

My Commission Expires Oct 23rd 1988

Name Randall L. Ritz
Address 10526 W. Cermak
Westchester, Illinois



DOCUMENT NUMBER

87527373

ASSIGNMENT OF MORTGAGE

UNOFFICIAL COPY

For consideration paid, Aloha Pool Sales, Inc. mortgage, from John J. Henry and Mary C. Henry to Aloha Pool Sales, Inc. dated 7/31/87

and intended to be recorded with Recorder's Office (Registrars of Titles) 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. (Individual and Partnership Signature) (Corporate Signature)

WITNESS my (our) hand(s) and seal(s) this day of 19

IN WITNESS THEREOF, Joanne M. Ritz Aloha Pool Sales, 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 31st day of July 19 87 By Joanne M. Ritz Duly Authorized (Name of Officer and Title)

Contractor (Individual or Partnership) Secretary (Corporate Only)

ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF COUNTY OF SS. Then personally appeared the above named 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. July 31 19 87 Then personally appeared the above named Joanne M. Ritz the President and Aloha Pool Sales, 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, Notary Public My commission expires 19

ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF COUNTY OF SS. Then personally appeared the above named a General Partner of and deed of said partnership. Before me, Notary Public My commission expires 19

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REAL ESTATE MORTGAGE STATUTORY FORM John J. Henry & Mary C. Henry a/k/a Mary C. Charland TO Aloha Pool Sales, Inc. ASSIGNMENT OF MORTGAGE AL/Aloha Pool Sales, Inc. TO THE DARTMOUTH PLAN, INC.

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



Space below for Recorder's use only

UNOFFICIAL COPY

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Property of

The W. 1/2 of the E. 2/3 of Lot 50 in W. K. Gore's Subdivision of the SE 1/4 of the NE 1/4 of Section 31, Township 36 N., Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Premises known as and by: 1635 Pine Road, Homewood, IL

Real Estate Index No: 80430
29-31-403-005 BAO W

Cook County Clerk's Office

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