ILLINOIS

REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

Real Estate 87570515 A11

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT GRACE + LAWRENCE MARSHALL
9104 S. LUELLA
(Buyer's Address) City of CHICAGO State of Illinois, Mortgagor(s),

MORTGAGE and WARRANT to PAUL CONSTRUCTION CO., INC.
(Contractor), Mortgagee

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 $10339.20 being payable in 60 consecutive monthly installments of 172.32 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

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 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 11TH day of AUGUST A.D. 19 87

MUST BE SIGNED IN THE PRESENCE OF A NOTARY.

X Lawrence Marshall (SEAL)
Mortgagor
Lawrence Marshall
X Grace Marshall (SEAL)
Mortgagor
Grace Marshall
(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 9104 S. LUELLA
CHICAGO IL 60617

I, DAVID PAUL in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That GRACE + LAWRENCE MARSHALL 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 11TH day of AUGUST A.D. 19 87

NOTARY PUBLIC

My Commission Expires 6/30/90

THIS INSTRUMENT WAS PREPARED BY
JEFFERY PAUL
Name
3530 W. PETERSON
Address
CHGO IL 60659

" OFFICIAL SEAL "
DAVID S. PAUL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/30/90

DOCUMENT NUMBER

87570515

10/86
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ASSIGNMENT OF MORTGAGE

For consideration paid, PAUL CONSTRUCTION CO., INC. (Contractor) holder of the within mortgage, from GRACE AND LAWRENCE MARSHALL (Buyer) to PAUL CONSTRUCTION CO., INC (Contractor) dated 8-11-87

and intended to be recorded with RECORDER'S OFFICE OF COOK COUNTY 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____

Contractor (Individual or Partnership) L.S.

Secretary (Corporate Only)

IN WITNESS THEREOF PAUL CONSTRUCTION CO., INC. (Contractor) 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 11TH day of AUGUST, 19 87

By _____ Authorized (Name of Officer and Title)

ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF ILLINOIS, COUNTY OF COOK SS. 8/11, 19 87

Then personally appeared the above named JEFFERY PAUL and acknowledged the foregoing assignment to be his (her) free act and deed.

Before me, _____ Notary Public My commission expires _____, 19____

"OFFICIAL SEAL" DAVID S. PAUL NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 6/30/90

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF ILLINOIS, COUNTY OF COOK SS. 8/11, 19 87

Then personally appeared the above named JEFFERY PAUL, the VICE PRES and _____ respectively of PAUL CONSTRUCTION CO., 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____

"OFFICIAL SEAL" DAVID S. PAUL NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 6/30/90

ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF _____, COUNTY OF _____ SS. _____, 19____

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____

REAL ESTATE MORTGAGE STATUTORY FORM

Marshall Lawrence & Marshall Grace TO Paul Const Co.

ASSIGNMENT OF MORTGAGE

Paul Const Co. TO THE DARTMOUTH PLAN, INC.

MAIL TO

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

Space below for Recorder's use only

ATTN: CHALMERS

87570543

8 7 5 7 0 5 1 5

The N. 16 feet of lot 3 and the S. 17 feet of lot 2 in block 4 in the SE Gross Calumet Heights addition to S. Chicago, being a subdivision of the SE¼ of section 1, township 37 N., Range 14 East of the Third principal meridian in cook county, IL.

$13.00/E