

ILLINOIS REAL ESTATE MORTGAGE

UNOFFICIAL COPY

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THIS INDENTURE WITNESSETH THAT CARY ROBINSON AND GLORIA JEAN ROBINSON

5957 S LASALLE City of CHICAGO State of Illinois, Mortgagor(s), MORTGAGEE and WARRANT TO ACC HOME IMPROVEMENT SERVICES 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 total amount of \$ 4551.48 being payable in 36

consecutive monthly installments of 126.43 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 real estate located above and more fully described on Schedule A attached hereto and made a part hereof,

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 Law of the State of Illinois, and all right to retain possession of, and premises after any default in payment or breach of any of the covenants, or agreements herein contained. AND IT IS EXPRESLY PROVIDED AND AGREED That the Mortgagor(s) shall pay all taxes and assessments upon said premises, when due shall exceed the full value of the premises and to their full insurable value for the benefit of Mortgagee, shall pay all installments of prior mortgages, shall keep 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, be due and payable, and this mortgage may be immediately foreclosed to pay the same, and it shall be lawful for Mortgagee, his or its attorney, 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(S) TO MAINTAIN Fire and Extended Coverage or other physical damage insurance for the benefit of the Mortgagee, 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, rents, 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 7th day of August, 1987, AD. 19 87 87581766

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OF REQUIRED WITNESS. Cary Robinson (SEAL) Mortgagor

Gloria Jean Robinson (SEAL) Mortgagor

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 5957 S. LASALLE COUNTY OF COOK } Chicago Illinois I, ELLEN SUPERMAN, a Notary Public for and in said County, do hereby certify that Ellen Superman, the subscribing witness to the foregoing instrument, personally known to me, who, being by me duly sworn, did depose that he/she resides at 2013 W. Morse that he/she knows said CARY ROBINSON AND GLORIA JEAN ROBINSON to be the individual(s) described in, and who executed, the foregoing instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth; that he/she, said subscribing witness, was present and saw him/her/their execute the same, and that he/she, said subscribing witness, at the time subscribed his/her name as witness therein.

Given under my hand and notarial seal this 7th day of August, 1987 My commission expires 5-29-90 Ellen Superman (NOTARY PUBLIC)

STATE OF ILLINOIS } I, a Notary Public for and in said County, do hereby certify that and (his/her spouse), personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their 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 notarial seal this day of 19 My commission expires 19 (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY Name Ellen Superman Address 1113 W. Armitage Chicago, IL 60614

DOCUMENT NUMBER

UNOFFICIAL COPY

For consideration paid Ace Home Improvement Services, Inc. holder of the within mortgage from CARY ROBINSON AND Gloria Jean Robinson to Ace Home Improvement Services, Inc. dated 8-7-87 and intended to be recorded with Recorder's Office of Cook County, 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 (Individual and Partnership Signature)

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

IN WITNESS THEREOF, STEVEN C. PINSLER Ace Home Improvement Services, 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 16 day of Sept 19 87 By Steven C. Pinsler Duty Authorized: Name of Officer and Title:

Steven C. Pinsler Contractor (Individual or Partnership)
Steven C. Pinsler Secretary (Corporate Only)

ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF _____ COUNTY OF _____ SS _____ 19 _____
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 _____
Notary Public

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF ILLINOIS COUNTY OF COOK SS _____ 19 87
Then personally appeared the above named STEVEN C. PINSLER the PRESIDENT of Ace Home Improvement Services, Inc. and acknowledged the foregoing assignment to be his (her) 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, Ellen Seymour My commission expires 3-29 19 90
Notary Public

ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF _____ COUNTY OF _____ SS _____ 19 _____
Then personally appeared the above named OCI-28-87 448441 87581766 - A - Rec 13.00 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 _____
Notary Public

87581766

REAL ESTATE MORTGAGE STATUTORY FORM
Cary Robinson & Gloria Jean Robinson
TO
Ace Home Improvement Services, Inc.
ASSIGNMENT OF MORTGAGE
Ace Home Improvement Services, Inc.
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

29 OCT 07 121

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3 7 5 3 1 7 6 6

LOT 8 & THE S. 14 FEET OF LOT 7 IN BLOCK 1 IN NICHOLS & MCKINLEY'S SUBDIVISION
OF THAT PART W. OF RAILROAD OF LOT 9 IN SCHOOL TRUSTEES SUBDIVISION OF
SECTION 16, TOWNSHIP 38 N., RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office
87581766

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