

REAL ESTATE MORTGAGE OFFICIAL COPY

Please print or type all names and addresses

(This space for Recorder's use only)

10-23-116-061 A1) D136 A

THIS INSTRUMENT WITNESSETH THAT CHARLES J. & LINDA H. MEIER 87608508

8648 N. CENTRAL PARK DRIVE city of SKOKIE State of Illinois, Mortgagor(s)

MORTGAGEE and WARRANT TO ENERGY BUILDING PRODUCTS, INC. 2025 Washington Waukegan 60085 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 total amount of \$ 14,506.80 being payable in 120

consecutive monthly installments of 120.89 each commencing two (2) month(s) 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 LAKE 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 building 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 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 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 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, 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 17th day of AUGUST A.D. 19 87

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. X Charles J. Meier (SEAL) Mortgagor

X Linda H. Meier (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 8648 N. Central Park Drive COUNTY OF LAKE } ss. SKOKIE, ILL. 60076

I, RICHARD GOLDBERG, a Notary Public for and in said County, do hereby certify that TIM PONATH, the subscribing witness to the foregoing instrument

personally known to me, who, being by me duly sworn, did depose that he/she resides at 5866 S. NEW BERLIN RD. HALE, ILLINOIS, 61830

that he/she knows said CHARLES J. & LINDA H. MEIER 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 herein set forth; that he/she said subscribing witness, was present and saw him/her/them 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 17th day of AUGUST 19 87

My commission expires My Commission Expires Aug 20, 1988 X Richard Goldberg (NOTARY PUBLIC)

STATE OF ILLINOIS } ss. COUNTY OF } 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) is (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 Richard Goldberg Address 2025 Washington Waukegan Ill 60085

DOCUMENT NUMBER

87608508

UNOFFICIAL COPY

ASSIGNMENT OF MORTGAGE

For consideration paid, _____ number of the within mortgage, from _____ CHAS. J. MEIER LINDA MEIER to _____ ENERGY BUILDING PRODUCTS, INC. dated August 17, 1987

and intended to be recorded with _____ LAKE COUNTY RECORDER OF DEEDS 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, ENERGY BUILDING PRODUCTS, INC., RICHARD GOLDBERG 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 _____ 17TH day of AUGUST 19 87 By X Richard Goldberg, Secretary, Treasurer

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 LAKE SS. AUGUST 17 19 87 Then personally appeared the above named RICHARD GOLDBERG the SECRETARY of ENERGY BUILDING PRODUCTS, 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, X [Signature] My commission expires 1-31 19 87 Notary Public

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, _____ My commission expires _____ 19 _____ Notary Public



REAL ESTATE MORTGAGE STATUTORY FORM

Charles J. Meier & Linda M. Meier

TO

Energy Building Products, Inc

ASSIGNMENT OF MORTGAGE

Energy Building Products, Inc

TO

The Dartmouth Plan, Inc

When recorded mail to The Dartmouth Plan, Inc 1301 FRANKLIN AVENUE GARDEN CITY, NEW YORK 11530 ROSE ANN CHALMERS

Space below for Recorder's use only

UNOFFICIAL COPY

87608508

LOTS 39 & 40 IN BLOCK 6 IN HARRY A. ROTH AND CO'S BROADVIEW HTS., BEING A SUB OF THAT PART OF THE NW 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING EASTERLY OF EAST PRAIRIE ROAD IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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COOK COUNTY

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