ILLINOIS

# REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

Real Estate under 16-03-228-015
AFOA11 87636954
(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT ARTHUR HICKS EASY B HICKS

4319 W POTOMAC City of CHICAGO State of Illinois, Mortgagor(s).
(Buyer's Address)

MORTGAGE and WARRANT to CHICAGO LUMBER + CONST
2344 N CICERO, 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 total amount of $ 11,744.40, being payable in 120 consecutive monthly installments of 97.87 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.

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 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 10th day of AUG A.D. 19 87

MUST BE SIGNED IN THE PRESENCE OF A NOTARY.

" OFFICIAL SEAL "
THOMAS R. HUGHES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/18/91

x Arthur Hicks (SEAL) Mortgagor
ARTHUR HICKS

x Easy B. Hicks (SEAL) Mortgagor
EASY B. HICKS
(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 } ss.
County of COOK

This Mortgage was signed at 4319 W Potomac

I, THOMAS R HUGHES in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That ARTHUR HICKS EASY HICKS 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 10th day of AUG A.D. 19 87

Thos R Hughes
NOTARY PUBLIC

My Commission Expires 9-18-91

THIS INSTRUMENT WAS PREPARED BY

THOMAS R HUGHES
Name
2344 N CICERO
Address

DOCUMENT NUMBER

87636954

6/87
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# ASSIGNMENT OF MORTGAGE

For consideration paid, CHICAGO LUMBER CO. (Contractor) holder of the within mortgage, from Arthur Hicks and Lacy Hicks (Buyer) to CHICAGO LUMBER CO. (Contractor) dated 10/30/87 and intended to be recorded with Cook 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)**

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

_____ Contractor (Individual or Partnership)

Suzanne Neil Sec
Secretary (Corporate Only)

**(Corporate Signature)**

IN WITNESS THEREOF, Suzanne Neil Sec
CHICAGO LUMBER CO. (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 30 day of Oct 1987.

By Suzanne Neil Sec
Duly Authorized (Name of Officer and Title)

## 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, _____ Notary Public My commission expires _____, 19____

## ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF Illinois, COUNTY OF Cook SS. 10/30, 1987

Then personally appeared the above named Suzanne Neil, the Secretary of CHICAGO LUMBER CO., 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, Debra J. Egan Notary Public My commission expires 4-17-91, 19____

" OFFICIAL SEAL "
DEBRA J. EGAN
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/17/91

## 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____

" OFFICIAL SEAL "
THOMAS R. HUGHES
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 2/18/91

87-636954

87636954

REAL ESTATE MORTGAGE
STATUTORY FORM

Arthur Hicks

TO

ASSIGNMENT OF MORTGAGE

When recorded mail to:

Space below for Recorder's use only

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Property of Cook County Clerk's Office

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87636954

The W. 18 3/4 feet of lot 8 and lot 9 (except the W. 12 feet) in block 3 in Britton's subdivision of the WE½ of the NE¼ of section 3, township 39 N., range 13 East of the Third Principal Meridian in cook county IL.

Said premises are known as and by: 4319 W. Potomac, Chicago, IL.

DEPT-01 RECORDING $13.00
T#1444 TRAN 1165 12/01/87 15:45:00
#5610 # D *-87-636954
COOK COUNTY RECORDER

Property of Cook County Clerk's Office

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