

ILLINOIS

UNOFFICIAL COPY

87641726

REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

15-10-300-012
EAO NO

(This space for recorder's use only)

THIS INDENTURE WITNESSETH, THAT EDWARD E. SILAS AND DELPHINE SILAS

404 S 24TH AVENUE City of BELLWOOD State of Illinois, Mortgagor(s).

MORTGAGE and WARRANT TO DUN-RITE HOME IMPROVEMENTS COMPANY, 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 \$ 14,133.60, being payable in 120 consecutive monthly installments of \$117.78 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, on 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 Laws of the State of Illinois, and all right to retain possession of said premises after any default in payment 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, in respect 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 be 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(S) SHALL 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 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 15TH day of OCTOBER, A.D. 19 87.

MUST BE SIGNED IN THE PRESENCE OF A NOTARY.

Edward E. Silas (SEAL) Mortgagor

Delphine Silas (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 404 S 24th Ave Bellwood Ill.

County of Cook } in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That Edward Silas and Delphine Silas 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 homestead.

Given under my hand and official seal, this 15th day of Oct, A.D. 19 87.

Edward Skam NOTARY PUBLIC My Commission Expires June 13 1989

THIS INSTRUMENT WAS PREPARED BY J. LUKSIK 4143 W. LAWRENCE, CHICAGO, IL 60630

DOCUMENT NUMBER

87641726

UNOFFICIAL COPY

ASSIGNMENT OF MORTGAGE

For consideration paid, **87641726**

DUN-RITE HOME IMPROVEMENTS COMPANY

mortgage, from **EDWARD E. SILAS AND DELPHINE SILAS**

to **DUN-RITE HOME IMPROVEMENTS COMPANY**

dated **10-15-87**

and intended to be recorded with **RECORDERS OFFICE (REGISTRAR OF TITLES) OF COOK COUNTY, IL**

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) **BRETT WOOD**

(Corporate Signature) **EDWARD S. KANN**

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

IN WITNESS WHEREOF, **EDWARD S. KANN**

DUN-RITE HOME IMPROVEMENTS COMPANY

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 15th day of **OCTOBER**, 19 **87**

Edward S. Kann
Edward S. Kann President

Edward S. Kann
Edward S. Kann Pres

ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF _____ COUNTY OF _____

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 _____

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF **ILLINOIS** COUNTY OF **COOK** dated **10-15-** 19 **87**

Then personally appeared the above named **EDWARD S. KANN** the **PRESIDENT**

of **DUN-RITE HOME IMPROVEMENTS COMPANY** and acknowledged the foregoing assignment to be the free act and deed of said officer and said corporation, and the seal affixed to said instrument is the corporate seal of said corporation

Before me, *Barbara Stedert* My commission expires **2/23/88** 19 _____

Barbara Stedert

ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF _____ COUNTY OF _____

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 _____

REAL ESTATE MORTGAGE STATUTORY FORM

Edward E. Silas & Delphine Silas

Dun-Rite Home Improvements

ASSIGNMENT OF MORTGAGE

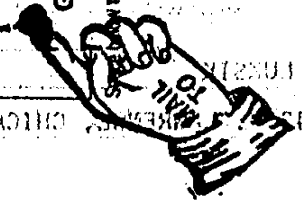
Dun-Rite Home Improvements

The Dartmouth Plan Inc

When recorded mail to **ROSE ANN CHALMERS**

1301 FRANKLIN AVENUE GARDEN CITY, NEW YORK 11530

For Recorder's use only



87641726

CHICGO, IL 60600

UNOFFICIAL COPY

87641726

Legal Description

The S. 60 feet of Lot 1 in Block 5 in William B. Walrath's Subdivision of part of the W. 17 chains & 2 links of Section 10, Township 39N., Range 12, East of the Third principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

DEC-5 87 454926

87641726 A -- Rec

13.00

13.00

87641726

87641726

5 DEC 87 12:05

13⁰⁰ E

UNOFFICIAL COPY

... in William ...
... of ...
... in Cook County, Illinois.

Property of Cook County Clerk's Office

DEC-20 1983

8967158

8967158

1800

12