

ILLINOIS

UNOFFICIAL COPY

# 10-17-103-159  
3700 CE 27

REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

87061597

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT Michael J. Day and Gail S. Day

519 Lombard City of Oak Park State of Illinois, Mortgagor(s).  
(Buyer's Address)

MORTGAGE and WARRANT to THE DARTMOUTH PLAN, INC. of 1301  
FRANKLIN AVENUE, GARDEN CITY, NEW YORK 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 \$ 9,708.72 being payable in 84 consecutive monthly installments of 115.58 each, commencing 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 following described real estate, to wit:

Lot 313 in the Highlands, a Subdivision of the E. 1/2 of the NW 1/4 of the NW 1/4 of section 17, township 33 N., Range 13 East of the Third Principal Meridian in Cook County Illinois

Together with all present improvements thereon, rents, issues and profits thereof 87061597

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.

UPON THE FORECLOSURE AND SALE of said premises, there shall be first paid out of the proceeds of such sale all expenses of advertisement, sealing 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 31 day of October A.D. 19 86

Michael J. Day (SEAL)  
MICHAEL J. DAY  
Gail S. Day (SEAL)  
GAIL S. DAY  
(Type or print names & seal signatures)

STATE OF ILLINOIS }  
County of Cook } ss. This Mortgage was signed at: 519 Lombard  
Oak Park, Illinois

I, Chester Pietrusiewicz in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That Michael J. Day and Gail S. Day 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 22 day of November A.D. 19 86

Chester Pietrusiewicz  
NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY  
Jay Lapp  
Name  
439 W. Acridge  
Address

My Commission Expires \_\_\_\_\_  
DOCUMENT NUMBER

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REAL ESTATE MORTGAGE STATUTORY FORM

700110078

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JAN 28 1987

-87-061597

REAL ESTATE MORTGAGE  
STATUTORY FORM

Michael J. Day  
Gail S. Day

TO

THE DARTMOUTH PLAN, INC.



When recorded, file in  
ROSE ANN CHAMBERS

THE DARTMOUTH PLAN, INC.  
1600 Stuyvesant Avenue  
New York, N.Y. 11580

Space between Recorder's use only

\$ 11.00 F

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Cook County Clerk's Office