

REAL ESTATE MORTGAGE

UNOFFICIAL COPY

(Please print or type all names and addresses)

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT Mozella Mitchell

1540 S. Karlov City of Chicago State of Illinois, Mortgagor(s)
(Buyer's Address)

MORTGAGE and WARRANT to EAGLE Builders 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 amount of \$ 5968 being payable in 60 consecutive monthly installments of 98.47 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 following described real estate, to wit: Lot 17 in Block 6 in our Home addition to Chicago, being a Subdivision of the E. 1/2 of the NE 1/4 of Section 22, Township 39 N., Range 13, East of the third Principal Meridian (except the N. 50 acres thereof) in Cook County, Illinois.

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 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.

DATE this 12th day of November A.D. 1986

MUST BE SIGNED IN THE PRESENCE OF A NOTARY.
Mozella Mitchell (SEAL)
Mortgagor
(type or print names below 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 }
County of Cook } ss
This Mortgage was signed at 1540 S. Karlov
Chicago Illinois 60623

I, EUGENE DIAMOND in and for said County, in the State aforesaid, DO HEREBY CERTIFY That

Mozella Mitchell 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 12th day of November A.D. 86

Eugene Diamond
NOTARY PUBLIC
My Commission Expires 3/8/88

THIS INSTRUMENT WAS PREPARED BY
Eagle Builders Inc.
Address 6276 N. Cicero

DOCUMENT NUMBER

ASSIGNMENT OF MORTGAGE

UNOFFICIAL COPY

For consideration, part of mortgage from Mozella Mitchell to Eagle Builders, Inc. dated NOV 12 1986

and intended to be recorded with The Recorder's Office of Cook Co. 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) (Corporate Signature)

WITNESS my (our) hand(s) and seal(s) this day of 19 IN WITNESS THEREOF BOB MARON Eagle Builders, 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 15 day of DEC 1986 By [Signature] PRESIDENT Duly Authorized (Name of Officer and Title)

ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF COUNTY OF SS. Then personally appeared the above named assignment to be his (her) free act and deed Before me Notary Public My commission expires 19

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF Cook COUNTY OF Cook SS. 12/15/1986 Then personally appeared the above named BOB MARON the PRESIDENT of Eagle Builders, 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 Notary Public My commission expires 3/81 1985

ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF COUNTY OF SS. 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 deed of said partnership. Before me Notary Public My commission expires

REC-987 FEB-9-87 40133 • 87078564 A - REC 1101

87-078564

REAL ESTATE MORTGAGE STATUTORY FORM

Mozella Mitchell

Eagle Builders, Inc

ASSIGNMENT OF MORTGAGE

Eagle Builders, Inc

TO THE DARTMOUTH PLAN, INC.

When recorded mail to ROSE ANN CHAMBERS THE DARTMOUTH PLAN, INC. 1600 STEWART AVE WESTBURY NY 11590

Space below for Recorder's use only

11 FEB 1987

