

ILLINOIS

UNOFFICIAL COPY # 8-037-008-037 87078576

REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT

Jim & Janet Chlapecka

7214 Edm
(Buyer's Address)

City of

Burlington

State of Illinois, Mortgagor(s)

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 \$11,592.00, being payable in 120 consecutive monthly installments of \$96.60 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 6 Block 4 in first addition to Roosevelt Park, a Subdivision of part of the E. 1/2 of the NW 1/4 of section 3, Township 38 N. Range 12 East of the third Principal Meridian, 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.

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 12 day of 11

A.D. 19 82

87078576

Jim Chlapecka (SEAL) Mortgagor

Janet Chlapecka (SEAL) Mortgagor

STATE OF ILLINOIS

County of Cook

This Mortgage was signed at

7214 Edm

Burlington Ill.

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

Jim & Janet Chlapecka 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 12 day of 12 A.D. 19 82

Notary Public Signature

My Commission Expires 1-28-87

THIS INSTRUMENT WAS PREPARED BY

3/16

6210 N Cicero Ave

Address



DOCUMENT NUMBER

UNOFFICIAL COPY

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REAL ESTATE MORTGAGE
STATUTORY FORM

DIANNA CHLAPACKA
SANEL CHLAPACKA
TO

THE DARTMOUTH PLAN, INC.

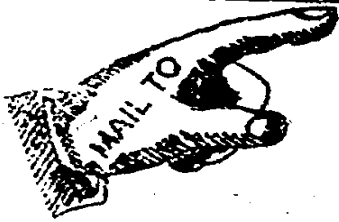
When recorded mail to:

ROSE ANN CHALMERS

THE DARTMOUTH PLAN, INC.
1800 STRAZER AVENUE
WESTBURY, N.Y. 11591

Space below for Recorder's use only

Property of Cook County Clerk's Office



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