

ILLINOIS

UNOFFICIAL COPY

# 80-26-24-006  
A-K-O  
203 (This space for Recorder's use only)

REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

THIS INDENTURE WITNESSETH, THAT Ernest J. Bryant & Jean Bryant AKA Arma Jean Bryant

7311 So Kenwood City of Chicago 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 \$8359.68, being payable in 24 consecutive monthly installments of 99.12 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, together with delinquency and collection charges, if any, the following described real estate, to wit: Lot 6 in M. Bryon Rich's Subdivision of the E. 1/2 of the NE 1/4 of the SW 1/4 of NE 1/4 of Section 26. Township 38 N., Range 14, 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 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 29<sup>th</sup> day of Oct A.D. 1982

Ernest J. Bryant (SEAL)  
Mortgagor  
Jean Bryant (SEAL)  
Mortgagor  
Arma Jean Bryant  
Arma Jean Bryant

STATE OF ILLINOIS }  
County of Cook } ss.

This Mortgage was signed at Chicago Ill

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

Ernest J. Bryant & Jean Bryant AKA Arma Jean Bryant 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 29<sup>th</sup> day of Oct A.D. 1982

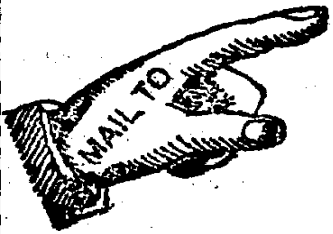
[Signature]  
NOTARY PUBLIC  
My Commission Expires 6-28-87

THIS INSTRUMENT WAS PREPARED BY  
Edward G. [Signature]  
Name  
1179 Northman [Signature]  
Address  
South [Signature]

DOCUMENT NUMBER

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87125053



When repaid mail to:  
ROSE ANN O'NEAL  
THE DARTMOUTH PLAN, INC.  
1600 STEWART AVE  
WESTBURY, NY 11590

Special delivery not guaranteed. Use only.

6 MAR 87 12:24

REAL ESTATE MORTGAGE  
STATUTORY FORM

THE DARTMOUTH PLAN, INC.

EARLEST J BURD  
TO  
SEAN BERNARD ALTA HEMMINGS BURD

1100E

In accordance with the provisions of the Real Estate Law of the State of New York, the undersigned hereby certifies that the foregoing is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois.

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