

ILLINOIS

REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

UNOFFICIAL COPY

# 11-08-114-018 GDO  
87127691

(This space for Recorder's use only)

THIS INSTRUMENT WITNESSETH, THAT JAMES ROSS SR and Bettye Ross

132 W. Wierard City of Chicago State of Illinois, Mortgagor(s)  
(Buyer's Address)

MORTGAGE and WARRANT to EMME BUILDERS INC.  
678 N. Cicero Mortgagee  
(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 \$ 5224.48 being payable in 54 consecutive monthly installments of 97.47 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 4 in Prairie Avenue Addition to Austin in SE 1/4 of Section 8, Township 39 N., Range 13, 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 6% 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 nonpayment 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 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 8th day of November A.D. 1986

MUST BE SIGNED IN THE PRESENCE OF A NOTARY.

James Ross Sr (SEAL) JAMES ROSS SR  
Bettye J Ross (SEAL) BETTYE J ROSS

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 } ss  
County of Cook }  
This Mortgage was first filed 10/20/86 in the Office of the Recorder of Deeds, Cook County, Illinois.

I, James Ross Sr and Bettye J Ross in and for said County in the State aforesaid DO HEREBY CERTIFY That James Ross Sr and Bettye J Ross personally known to me to be the same person(s) whose names 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 10th day of November A.D. 1986  
Theresa Brennan  
NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY  
EMME BUILDERS INC.  
Name  
678 N. Cicero  
Address

My Commission Expires 3-8-88



DOCUMENT NUMBER

ASSIGNMENT OF MORTGAGE

UNOFFICIAL COPY

For consideration paid EAGLE BUILDERS holder of the within mortgage from JAMES S. ROSS SR & BETTY J ROSS to EAGLE BUILDERS dated 11/8/86

and intended to be recorded with RECORDING OFFICER 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 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 12-8 day of \_\_\_\_\_ 19\_\_\_\_ By [Signature] Day Authorized (Name of Officer)

ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF \_\_\_\_\_ COUNTY OF Cook SS. \_\_\_\_\_ 11-8 1986 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\_\_\_\_ Notary Public

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF IL COUNTY OF Cook SS. \_\_\_\_\_ 19\_\_\_\_ Then personally appeared the above named Bob Mrazek the President and \_\_\_\_\_ respectively of EAGLE BUILDERS 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 \_\_\_\_\_ My commission expires \_\_\_\_\_ 19\_\_\_\_ Notary Public

ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ SS. \_\_\_\_\_ 19\_\_\_\_ 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\_\_\_\_ Notary Public

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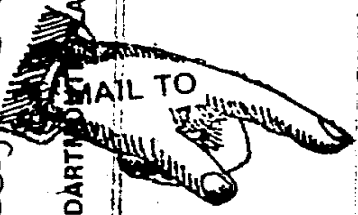
87127691

REAL ESTATE MORTGAGE STATUTORY FORM

JAMES S. ROSS SR  
BETTY J ROSS  
TO

Eagle Builders  
ASSIGNMENT OF MORTGAGE  
Eagle Builders

THE DARTMOUTH PLAN, INC.



When recorded mail to  
THE DARTMOUTH PLAN, INC.  
FRUJE ANN CHALMERS  
1600 Stewart Ave  
Westbury, NY 11590

Space below for Recorder's use only

11.00