

REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

UNOFFICIAL COPY 142977

Real Estate Index Number: 19-13-420-003

HBO M.

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT Jose R. And Beatriz Mendez

6111 S. Rockwell City of Chicago State of Illinois, Mortgagor(s) (Buyer's Address)

MORTGAGE and WARRANT to Davenport Construction Co (Contractor) 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 \$34,285.00 being payable in 180 consecutive monthly installments of 218.25 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 37 in Block 4 in Cobe & McKinnon's 63rd Street Subdivision of the SE 1/4 of the SE 1/4 of Section 13 & the NE 1/4 of the NE 1/4 of Section 24, Township 38 N., Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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 first paid out of the proceeds of such sale all expenses of advertisement, selling and conveying said premises, and reasonable attorneys' 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 10 day of February A.D. 19 87

MUST BE SIGNED IN THE PRESENCE OF A NOTARY.

Signatures of Jose R. Mendez and Beatriz Mendez with (SEAL) and (type or print names beneath 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.

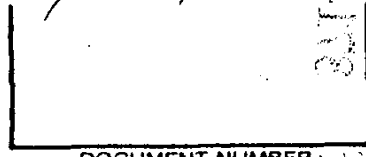
STATE OF ILLINOIS County of Cook ss. This Mortgage was signed at 6111 S. Rockwell Chicago 1117001

Marvin B. Riefel in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That Jose R. And Beatriz Mendez

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 10 day of February A.D. 19 87 Marvin B. Riefel NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY Marvin B. Riefel My Commission Expires 9/1/89 Name Address 10912 S. Western



DOCUMENT NUMBER: 142977

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ASSIGNMENT OF MORTGAGE

2104118

UNOFFICIAL COPY

For consideration paid DAVENPORT mortgage from Jose and Beatriz Mendez to DAVENPORT COURT CO dated 2-10-87 and intended to be recorded with Recorder Office - Cook County Illinois 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.

WITNESS my (our) hand(s) and seal(s) this 2/13 day of 1987
Maria Mendez
Contractor (Individual or Partnership)
Secretary (Corporate Only)

IN WITNESS THEREOF, _____

(Contractor)
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 _____ day of _____ 19____
By _____
Duly Authorized (Name of Officer and Title)

ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF IL COUNTY OF COOK SS. 2-13 1987
Then personally appeared the above named MARIA MENDEZ and acknowledged the foregoing assignment to be his (her) free act and deed.
Before me, Harold C. Bellamy My commission expires: _____ 19____
Notary Public

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF _____ COUNTY OF _____ SS. _____ 19____
Then personally appeared the above named _____, the _____ and _____ respectively, _____ 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 MARIA MENDEZ 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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REAL ESTATE MORTGAGE STATUTORY FORM
Jose R. Mendez & Beatriz Mendez
TO
Davenport Construction Co.
ASSIGNMENT OF MORTGAGE
Davenport Construction Co.
TO
THE DARTMOUTH PLAN, INC.

When recorded mail to
ROSE ANN CHALMERS
THE DARTMOUTH PLAN INC.
1609 STEWART AVE.
WESTBURY, N.Y. 11590



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