

REAL ESTATE MORTGAGE

UNOFFICIAL COPY

(Please print or type all names and addresses)

87147428

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT Gaylord W. & Frances Howland

1509 Emerson City of Evanston State of Illinois, Mortgagor(s)

MORTGAGE and WARRANT to Energy Craft Window Company 6308 N. Cicero, Chicago, Illinois 60646 (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 \$ 5,021.40 being payable in 60 consecutive monthly installments of 83.69 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:

THE WEST 10 FEET OF LOT 21 AND THE EAST 50 FEET OF LOT 20 IN BLOCK 4 IN GRANT & JACKSONS ADDITION TO EVANSTON, SAID ADDITION BEING A SUBDIVISION OF THE NE 1/4 OF SECTION 13, TWP 41 N, RANGE 13, E OF THE 3RD PRINCIPAL MERIDIAN AND BEING PART OF THE NORTH WEST QUARTER OF SECTION 13, TWP 41 N, RANGE 13, E OF THE 3RD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

situated in the County of Cook 10-13-210-018-0000 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 (the) 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 12th day of May A.D. 1986

MUST BE SIGNED IN THE PRESENCE OF A NOTARY. Gaylord W. Howland (SEAL) Frances Howland (SEAL)

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 } This Mortgage was signed at 1509 Emerson County of Cook } ss. Evanston, Illinois 60201

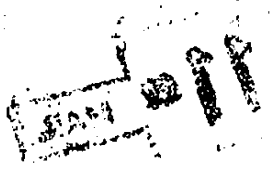
J. R. Parrilli in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That Gaylord W. & Frances Howland

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 May A.D. 1986

NOTARY PUBLIC My Commission Expires 11-2-88

THIS INSTRUMENT WAS PREPARED BY Name Address



87147428

ASSIGNMENT OF MORTGAGE

2104121

For consideration paid, Energy Craft Window Company, holder of the within mortgage, from Gaylord W. & Frances Howland to Energy Craft Window Company dated May 12th, 1986

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and intended to be recorded with Recorders office (Registrar of titles) of 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 day of May 1986 IN WITNESS THEREOF Mitchell Wasserman Energy Craft Window Company

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 12th day of May 1986

ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF Illinois COUNTY OF Cook SS. 19

Then personally appeared the above named and acknowledged the foregoing assignment to be his (her) free act and deed.

Before me, Notary Public My commission expires 19

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF Illinois COUNTY OF Cook SS. May 12 19 86

Then personally appeared the above named Mitchell Wasserman the President and Energy Craft Window Company 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 11-2-1988

ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF Illinois COUNTY OF Cook 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, Notary Public My commission expires 1988

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COOK COUNTY RECORDER #1199 # 07-147428

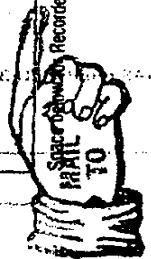
REAL ESTATE MORTGAGE STATUTORY FORM

ASSIGNMENT OF MORTGAGE

TO THE DARTMOUTH PLAN, INC.

THE DARTMOUTH PLAN, INC. 1301 Franklin Avenue Garden City, New York 11530

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