

TDP

ILLINOIS

REAL ESTATE MORTGAGE

UNOFFICIAL COPY

(Please print or type all names and addresses)

Real Estate Index Number: 16-09-201-0071

87239714

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT

Charles E. Jeter

(Buyer's Address)

725 Pine

City of

Chicago

State of Illinois, Mortgagor(s).

MORTGAGE and WARRANT to

Chicago Homeco
2304 N Cicero

(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 \$14,940.⁹⁰ being payable in 120 consecutive monthly installments of \$141.¹⁷ 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 17 in Block 1 in Merrick's Resubdivision of Block 5 in Merrick's Subdivision of the W. 1/2 of the NW 1/4 of Section 9, Township 39 N., Range 13, East of the Third Principal Meridian, in Cook County, Illinois. (CBO-SA)

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.

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 3 day of Feb. A.D. 19 87

Charles E. Jeter

(SEAL)

Charles E. Jeter

MUST BE SIGNED IN THE PRESENCE OF A NOTARY.

(SEAL)

(Type or print names of both signatories)

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 725 N. Pine

I, Suzanne Reil and Charles E. Jeter in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that

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 3 day of February, A.D. 19 87

OFFICIAL SEAL SUZANNE REIL Notary Public, State of Illinois My Commission Expires

THIS INSTRUMENT WAS PREPARED BY

My Commission Expires June 27, 1987

Name: Suzanne Reil Address: 2304 N Cicero

DOCUMENT NUMBER 10 53

87239714

ASSIGNMENT OF MORTGAGE

UNOFFICIAL COPY

For consideration paid Chicago Lumber Co. holder of the within mortgage from Charles E. Jeter to Chicago Lumber Co. dated 2-3-87

and intended to be recorded with Deborah's Office (Fisher & Tilley) of Cook County 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 Steve Edelsohn Chicago Lumber Co. 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 23 day of 3 1987 By [Signature] (Only Authorized (Name of Officer and Title))

ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF _____ COUNTY OF _____ SS _____ 19____ 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 ILL COUNTY OF COOK SS _____ 1987 Then personally appeared the above named Steve Edelsohn the Pres. and _____ respectively of _____ 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, Suzanne Reid Notary Public, State of Illinois June 22 1987 My Commission Expires June 22, 1987

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

5 MAY 87 10:00



87239714

REAL ESTATE MORTGAGE STATUTORY FORM

Charles E. Jeter TO Chicago Lumber Company

ASSIGNMENT OF MORTGAGE

Chicago Lumber Company TO THE DARTMOUTH PLAN, INC.

When recorded mail to ROSE ANN CHALMERS

THE DARTMOUTH PLAN INC. 1000 STEWART AVE. WESTBURY, N.Y. 11590

Space below for Recorder's use only

12.00 E