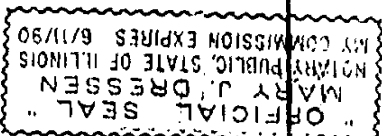


DOCUMENT NUMBER



Name: Brian J. Haddock

THIS INSTRUMENT WAS PREPARED BY

My Commission Expires  
NOTARY PUBLIC  
Mary J. Dreesen

Given under my hand and official seal, this 6th day of November A.D. 19 86

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.

Imogene Radd

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

County of Cook

STATE OF ILLINOIS

This Mortgage was signed at 7806 S. Marshfield

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.

(Type or print names of both signatories)

Mortgagee  
(SEAL)

A NOTARY,  
MUST BE SIGNED IN THE PRESENCE OF

Mortgagor  
(SEAL)

DATED, this 6th day of November A.D. 19 86

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.

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 in their full insurable value for the benefit of the Mortgagor, 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. Mortgagor, 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 hereon contained, then in any such case the whole of the sum secured hereby shall thereupon, at the option of Mortgagor, 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 Mortgagor, 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.

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.

Together with all present improvements thereon, rents, issues and profits thereof

SEE LEGAL ATTACHED

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 \$ 12699.60, being payable in 120 consecutive monthly installments of 105.58 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:

Mortgagee  
Home Improvement  
(Contractor)  
MORTGAGEE and WARRANT to: Galaxie Lumber & Construction Co., Ltd. DBA Wieboldt's  
City of Chicago State of Illinois, Mortgagor(s),  
7806 S. Marshfield

THIS IDENTIFY WITNESSETH, THAT Imogene Radd

(This space for Recorder's use only)

REAL ESTATE MORTGAGE  
ILLINOIS  
(Please print or type all names and addresses)

#20-30-H34-017  
H/O

87264339

UNOFFICIAL COPY



When recorded mail to  
ROSE ANN CHALMERS  
THE DARTMOUTH PLAN, INC.  
1600 Stewart Avenue  
Westbury, N.Y. 11590

8726A339  
REAL ESTATE MORTGAGE  
STATUTORY FORM  
Imogene Radd  
TO  
Galaxie Lumber + Construction Co.  
ASSIGNMENT OF MORTGAGE  
Galaxie Lumber + Construction Co.  
TO  
THE DARTMOUTH PLAN, INC.

Property of Cook County Clerk's Office

ACKNOWLEDGEMENT BY PARTNERSHIP  
THE STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
Then personally appeared the above named \_\_\_\_\_  
and deed of said partnership.  
Notary Public \_\_\_\_\_  
My commission expires \_\_\_\_\_ 19 \_\_\_\_

ACKNOWLEDGEMENT BY CORPORATION  
THE STATE OF Illinois COUNTY OF Cook  
Then personally appeared the above named Steven J. Pingsler  
Galaxie Lumber & Construction Co., Ltd.  
President  
and \_\_\_\_\_  
respectively of DBA Wieboldt's Home Improvement Co., Ltd.  
hereby assignment to 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.  
Notary Public \_\_\_\_\_  
My commission expires 3-29 19 90

ACKNOWLEDGEMENT BY INDIVIDUAL  
THE STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
Then personally appeared the above named \_\_\_\_\_  
and acknowledged the foregoing  
Notary Public \_\_\_\_\_  
My commission expires \_\_\_\_\_ 19 \_\_\_\_

ASSIGNMENT OF MORTGAGE  
Galaxie Lumber & Construction Co., Ltd. DBA Wieboldt's Home Improvement  
13-86 dated  
Recorder's Office of Cook County, Illinois  
and intended to be recorded with  
immediately prior hereto does hereby assign said mortgage and claim recured thereby to THE DARTMOUTH PLAN, INC. 1301 Franklin Avenue, Garden City, N.Y. 11530.  
(Individual and Partnership Signature)  
Imogene Radd  
mortgage from  
Galaxie Lumber & Construction Co., Ltd. DBA Wieboldt's Home Improvement  
day of \_\_\_\_\_ 19 \_\_\_\_  
Witness therefor Steven C. Pingsler  
Galaxie Lumber & Construction Co., Ltd.  
DBA Wieboldt's Home Improvement  
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 2nd day of April 19 87  
By \_\_\_\_\_  
Secretary (Corporate Only)  
Contractor (Individual or Partnership)  
WITNESS my (our) hands) and seal(s) this \_\_\_\_\_

# UNOFFICIAL COPY

## LEGAL DESCRIPTION

Lot 29 (except North 1 foot) in the resubdivision of Lots 1 to 49 inclusive in Block 63 in Dewey and Vance's Subdivision in the South half of section 30, township 38 North Range 14 East of the Third Principal Meridian.

PREMISES ARE ALSO KNOWN AS AND BY; 7806 S. MARSHFIELD  
CHICAGO IL., 606020

Property of Cook County Clerk's Office

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87264339

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