

REAL ESTATE MORTGAGE

UNOFFICIAL COPY

Real Estate Index Number 20-21-24172006 TP

87306367

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT Nancy N. Clay

211 W. 117th City of CHICAGO State of Illinois, Mortgagor(s)

MORTGAGE and WARRANT to CHICAGO LUMBER & Coal Structural Company Mortgagor (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 \$4431 being payable 60 consecutive monthly installments of 73.85 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:

SEE LEGAL ATTACHED

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 herein covenants, Mortgagee, in addition to its other rights and remedies, is authorized, but is not obligated, to attend to the same and its 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 attorney 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 same, provided for in said Retail Installment Contract, whether due and payable by the terms thereof or not

DATED, this 6 day of March A.D. 1987

Nancy N. Clay (SEAL) Mortgagor

MUST BE SIGNED IN THE PRESENCE OF A NOTARY.

(SEAL) Mortgagor (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 This Mortgage was signed at 211 W. 117th

County of Cook } 93

I, Nancy N. Clay 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 6 day of March A.D. 1987

" OFFICIAL SEAL " LOUIS MARTINEZ NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 4/17/91

NOTARY PUBLIC My Commission Expires April 17 87

Louis Martinez 2344 N. Lincoln Address



DOCUMENT NUMBER

87306367

ASSIGNMENT OF MORTGAGE

ILLINOIS

UNOFFICIAL COPY

For consideration paid

Mortgage from

to

and intended to be recorded with

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) hands and seals this

IN WITNESS THEREOF

day of 19

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 29 day of April 1987

By [Signature] Notary Public

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, Notary Public My commission expires 19

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF ILL COUNTY OF COOK SS 4-29 19 87

Then personally appeared the above named the President and acknowledged the foregoing assignment to be the free act and deed of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation

Before me, Notary Public My commission expires April 17-91 19

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, Notary Public My commission expires 19

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REAL ESTATE MORTGAGE STATUTORY FORM

Nancy N. Clay

TC

Chicago Lumber Company

ASSIGNMENT OF MORTGAGE

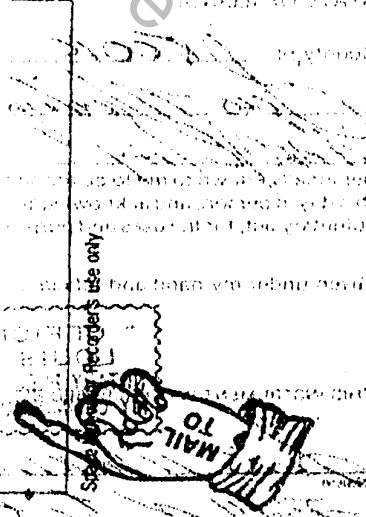
Chicago Lumber Company

TO

THE DARTMOUTH PLAN, INC.

ROSE ANN CHALMERS

THE DARTMOUTH PLAN INC. 1600 STEWART AVE. GARDEN CITY, N.Y. 11590



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Lot 5 in Block 1 in Thomas Scanlans Addition to Pullman, being a Subdivision of the E. 1/2 of the SW 1/4 of the SE 1/4 of Section 21, Township 37 N., Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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Property of Cook County Clerk's Office

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