

TDP

ILLINOIS

REAL ESTATE MORTGAGE

UNOFFICIAL COPY

(Please print or type all names and addresses)

Real Estate Index No. 16-02-116-017 87332800

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT Willem Rovello and Maria Rovello

1433 N. Springfield City of Chicago State of Illinois, Mortgagor(s)

MORTGAGE and WARRANT to Wieboldt's Home Impro. Co. Inc. Mortgagee (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 \$9975.60 being payable in 120 consecutive monthly installments of 8313 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 Leg...

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 11 day of April A.D. 1987

MUST BE SIGNED IN THE PRESENCE OF A NOTARY.

Signatures of Willem Rovello and Maria Rovello with notary 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 1433 N. Springfield

County of Cook Chicago, Illinois

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

Willem Rovello and Maria Rovello

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 30 day of April A.D. 1987

Notary Public Signature

My Commission Expires May 31, 1987

THIS INSTRUMENT WAS PREPARED BY Amarilyn Berkowitz 939 W. Armitage Chi. Ill.



DOCUMENT NUMBER

ASSIGNMENT OF MORTGAGE

UNOFFICIAL COPY

For consideration paid, Wiebolts Home Imp. Co. Inc. holder of the within mortgage from Willem Rovello and Maria Rovello to Wiebolts Home Imp. Co. Inc. dated 4-11-87

and intended to be recorded with Recorders Office 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. (Individual and Partnership Signature) (Corporate Signature)

WITNESS my (our) hand(s) and seal(s) this _____ day of _____ 19 _____

IN WITNESS THEREOF: Wiebolts Home Imp. Co. Inc. 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 5th day of May 19 87

Contractor (Individual or Partnership) _____ Secretary (Corporate Sign) _____

By: _____ Duly 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 Illinois COUNTY OF Cook SS. 5-5 19 87

Then personally appeared the above named Joey Taylor the Pres. and _____ respectively of Wiebolts Home Imp. 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, Chas. Antunovich My commission expires May 31, 19 87 Notary Public

ACKNOWLEDGEMENT BY PARTNERSHIP

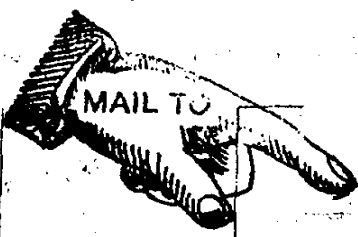
THE STATE OF _____ COUNTY OF _____ SS. _____ 19 _____

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

DI 01 RECORDING 19 513 00
140222 TRAN 1516 06/18/87 10 09 00
#3944 # D * 07-352000
COOK COUNTY RECORDER

87332800
87332800
REAL ESTATE MORTGAGE STATUTORY FORM
Willem Rovello & Maria Rovello
TO
Wiebolts Home Imp.
ASSIGNMENT OF MORTGAGE
Wiebolts Home Imp.
TO
THE DARTMOUTH PLAN, INC.



MAIL TO

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

Space below for Recorder's use only

13.006

UNOFFICIAL COPY

8 7 3 3 2 0 0

Lot 11 in Block 7 in Hosmer & Mackey's subdivision of Block 1 to 6, and 12 to 16 in the sub. of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 2, Township 39 N., Range 13 East of the Third Principal Meridian in cook County, il.

PEW 16-2-110-011 ^{CAO}
[Signature]

Property of Cook County Clerk's Office

87332810