

REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

UNOFFICIAL COPY

87357285

Real Estate Index No. 75-16-303-021

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH THAT Lloyd Scroggins and Lucinda Scroggins

10714 S. Wallace City of Chicago State of Illinois, Mortgagor(s)

MORTGAGE and WARRANT to Galaxie Lumber & Construction Co., Ltd.

(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 \$ 23,488.00 being payable in 120 consecutive monthly installments of 195.74 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.

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

situated in the County of _____ 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 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 31 day of March A.D. 19 87

MUST BE SIGNED IN THE PRESENCE OF A NOTARY.

Lucinda Scroggins (SEAL) Mortgagor
Lloyd Scroggins (SEAL) Mortgagor
(type or print names beneath signatures)

87357285

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 10714 S. Wallace
County of Cook } 05. Chicago, Illinois

Mary J. Dressen in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That Lloyd Scroggins and Lucinda Scroggins

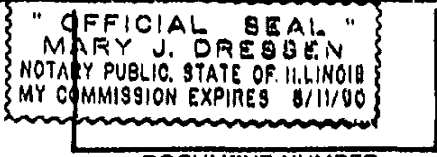
personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged (that) (they) (he) (she) signed, sealed and delivered the said instrument as (their) (his) (her) free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 31 day of March A.D. 19 87

Mary J. Dressen NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY My Commission Expires

Ellen Sugerman
Name
1113 W. Armitage Chicago, Ill.
Address



DOCUMENT NUMBER

ASSIGNMENT OF MORTGAGE

UNOFFICIAL COPY

For consideration paid GALAXIE LUMBER CONST. CO., LTD. holder of the mortgage, from LUCINDA SCROGGINS & LLOYD SCROGGINS to GALAXIE LUMBER & CONST. CO., LTD. dated 3/31/87

and intended to be recorded with RECORDS 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 STEVEN C. PINSLER PRES GALAXIE LUMBER & CONST. CO., LTD. (Contractor)

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 22 day of MAY 1987

Signature of Notary Public

Signature of Steven C. Pinsler, President

ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF ILLINOIS COUNTY OF COOK SS. 1987

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

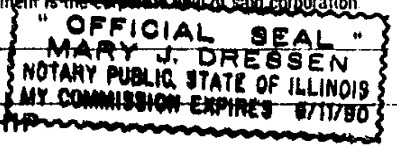
Before me, Notary Public My commission expires 19

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF ILLINOIS COUNTY OF COOK SS. 5/14 1987

Then personally appeared the above named STEVEN C. PINSLER the PRESIDENT and respectively of GALAXIE LUMBER & CONST. CO., LTD. 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, Mary J. Dressen Notary Public My commission expires 19



ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF ILLINOIS COUNTY OF COOK SS. 19

Then personally appeared the above named 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

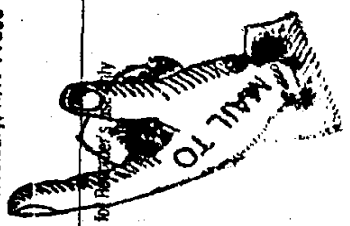
Before me, Notary Public My commission expires 19

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REAL ESTATE MORTGAGE STATUTORY FORM Scroggins, Lloyd & Lucinda Scroggins TO Galaxie Lumber & Const. ASSIGNMENT OF MORTGAGE Galaxie Lumber & Const, Co. TO THE DARTMOUTH PLAN, INC.



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



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8 7 3 5 7 2 8 5

Lot 31 in Block 1 in Teninga Brothers & Company's 6th Delleve Addition to Roseland being a subdiviison of lots 36 and 37 (except theW. 174 feet thereof) in School Trustee's subdivision of Section 16, Township 37 N., Range 14 East of the Third Principal Meridian in Cook County, IL

25-16-303-021 EG-0-DK

Property of Cook County Clerk's Office

87357285

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13.00 E

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