

ILLINOIS REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

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(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT

RICARDO AND REGINA A. MARSHALL

1523 E 85th St Chicago IL

(Buyer's Address)

MORTGAGE and WARRANT to

SHARP GARAGE CO INC

6280 N. Cicero Chicago IL 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 total amount of \$ 6042.60 being payable in 60

consecutive monthly installments of 100.71 each, commencing two (2) month(s) 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 real estate located above, and more fully described on Schedule A attached hereto and made a part hereof.

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 Mortgagee, 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 21 day of April A.D. 1991

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MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS.

RICARDO MARSHALL (SEAL)
REGINA A. MARSHALL (SEAL)

LEE WHITE (SEAL)
Subscribing Witness

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 CHICAGO ILL
COUNTY OF Cook } ss.

MILTON SCHAFER, a Notary Public, for and in said County, do hereby certify that LEE WHITE, the subscribing witness to the foregoing instrument,

personally known to me, who, being by me duly sworn, depose that he/she resides at CHICAGO ILL

that he/she knows said RICARDO AND REGINA A. MARSHALL to be the individual(s) described in, and who executed, the foregoing instrument as his/her/their free and voluntary act, for the uses and purposes herein set forth; that he/she, said subscribing witness, was present and saw him/her/they execute the same, and that he/she, said subscribing witness, at the time subscribed his/her name as witness therein.

Given under my hand and notarial seal this 21st day of April 1991

My commission expires June 19 1991

STATE OF ILLINOIS }
COUNTY OF Cook } ss.

MILTON SCHAFER
NOTARY PUBLIC
OFFICIAL SEAL
Milton Schafer
Notary Public, State of Illinois
My Commission Expires 1/11/91

I, MILTON SCHAFER, a Notary Public for and in said County, do hereby certify

that RICARDO AND REGINA A. MARSHALL and (his/her spouse), 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 he/she/they signed and delivered the said instrument as his/her/their 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 notarial seal this ___ day of ___ 19__

My commission expires ___ 19__ (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY Name Milton SCHAFER Address 62-80 North Cicero Ave. Chicago Illinois 60631

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ASSIGNMENT OF MORTGAGE

For consideration paid, SHARP CONSTRUCTION INC holder of the within mortgage, from RICARDO + REGINA MARSHALL to SHARP CONSTRUCTION INC dated 4-21-88 and intended to be recorded with RECORDERS OFFICE IN CAROLINA 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, M. SCHAFER
SHARP CONSTRUCTION INC
(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 13TH day of July, 1988

Contractor (Individual or Partnership)
M. SCHAFER
Secretary (Corporate Seal)

By M. Schaffer Pres
D. Schaffer
Duly Authorized (Name, Title and Seal)

ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF Ill 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. _____, 19____

Then personally appeared the above named M. Schaffer the PRES of SHARP CONSTRUCTION INC 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, Norby Robin Notary Public My commission expires June 28, 1991

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

RICARDO MARSHALL TO REGINA MARSHALL

ASSIGNMENT OF MORTGAGE

SHARP CONSTRUCTION INC. DARTMOUTH PLAN

REC'D BY THE RECORDER

THE DARTMOUTH PLAN 1301 FRANKLIN AVENUE GARDEN CITY, N.Y. 11530

Space below for Recorder's use only

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13/2/88

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Address of Property: 1503 E. 85th St., Chicago

Permanent Real Estate Index Number: 20-35-411-002

Legal Description: Lot 25 in Block 4 in Cepek's Subdivision, being a Resubdivision of the Subdivision of the E. 1/2 of the SE 1/4, except the N. 1/2 of the N. 1/2 of Section 35, Township 38 N., Range 14, East of the Third Principal Meridian & including vacated streets therein as per Plat recorded August 13, 1915 as Document #5691417, in Cook County, Illinois.

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R + R TO.

THE DARTMOUTH PLAN, INC.
1301 FRANKLIN AVENUE
GARDEN CITY, N.Y. 11530

ROSE ANN CHALMERS

Property of Cook County Clerk's Office

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