

ILLINOIS REAL ESTATE MORTGAGE

UNOFFICIAL COPY

13-09-103-057 88408602

THIS INDENTURE WITNESSETH, THAT DENNIS LEWANDOWSKI

5508 N. LONG City of CHICAGO State of Illinois, Mortgagor(s)

WINDY CITY EXTRACOS, INC. (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 total amount of \$ 16,270.80 being payable in 120

consecutive monthly installments of 135.59 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 rate to be 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 premises 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 Mortgagee 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, 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 principal amount 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 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 15 day of July, AD 19 88

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

Subscribing Witness (SEAL) Mortgagor (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 COUNTY OF Cook ss This Mortgage was signed at 5508 N. Long Chicago, Ill.

I, Carolyn Peterson a Notary Public, for and in said County, do hereby certify that Nick Makropoulos the subscribing witness to the foregoing instrument

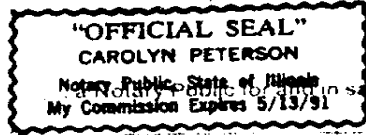
personally known to me, who, being by me duly sworn, did depose that he/she resides at 1648 N. 78th

that he/she knows said Dennis Lewandowski 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 therein set forth; that he/she, said subscribing witness, was present and saw him/her/their 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 5 day of AUGUST 88

My commission expires 5-13 1991 Carolyn Peterson (NOTARY PUBLIC)

STATE OF ILLINOIS COUNTY OF Cook ss



I, and (this/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 SEP-88 44590 88408602 A Rec 13.00

THIS INSTRUMENT WAS PREPARED BY Name Tillie Cohen Address 4521 W. LAWRENCE CHICAGO, ILL 60630

DOCUMENT NUMBER 1/88

# UNOFFICIAL COPY

## ASSIGNMENT OF MORTGAGE

For consideration paid: Windy City Exteriors, Inc (Contractor) holder of the within  
 mortgage, from Dennis Lewandowski (Borrower)  
 to Windy City Exteriors, Inc (Contractor) dated 7-15-88  
 and intended to be recorded with Cook County Recorder Office  
 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)

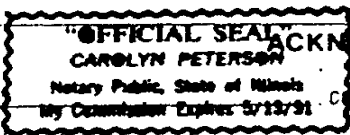
WITNESS my (our) hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
 IN WITNESS THEREOF, Jeffrey Schwartz  
Windy City Exteriors, Inc (Contractor)  
 has caused its corporate seal to be affixed hereto and these presents to be signed on its behalf by its President or a Vice-President or its Treasurer or an Assistant Treasurer duly authorized this 5th day of August, 1988  
 By JHS (Duly Authorized 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, \_\_\_\_\_ Notary Public My commission expires \_\_\_\_\_ 19\_\_\_\_

### ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF Illinois COUNTY OF Cook SS \_\_\_\_\_ 1988  
 Then personally appeared the above named Jeffrey Schwartz the President  
 of Windy City Exteriors, 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, Carolyn Peterson Notary Public My commission expires 5-13 1991



### ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ SS \_\_\_\_\_ 19\_\_\_\_  
 Then personally appeared the above named \_\_\_\_\_ a General Partner of \_\_\_\_\_ 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  
 Dennis J Lewandowski  
 TO  
 Windy City Exteriors  
 ASSIGNMENT OF MORTGAGE  
 Windy City Exteriors  
 TO  
 The Dartmouth Plan, Inc

When recorded mail to  
 THE DARTMOUTH PLAN, INC  
 1301 FRANKLIN AVENUE  
 GARDEN CITY, N.Y. 11530  
 Space below for Recorder's use only

88408602  
 1301/2

# UNOFFICIAL COPY

1 1 1 3 3 0 2

Lot 6 (except the South 5 feet thereof) & Lot 5 (except the N. 16 feet thereof) in Block 2 in Stewart's D. Anderson's Addition to Jefferson Park, being a Subdivision of Lots 6, 7, 8, 9, & 10, in Circuit Court Partition of the part of the NW  $\frac{1}{2}$  of the NW Fractional  $\frac{1}{4}$  Section 9, Township 40 N., Range 13, East of the Third Principal Meridian, lying between Milwaukee Avenue & Elston Avenue & Lots 2 in a Subdivision of the SE  $\frac{1}{2}$  of said  $\frac{1}{4}$  Section, in Cook County, Illinois.

SAID PREMISES ARE KNOWN AS AND BY: 5508 North Long, Chicago, Illinois.  
REAL ESTATE INDEX NO: 13-09-103-057

Property of Cook County Clerk's Office

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