

ILLINOIS REAL ESTATE MORTGAGE (Please print or type all names and addresses)

UNOFFICIAL COPY INDEX # 16-23-400-088 88-422187

THIS INDENTURE WITNESSETH, THAT SAMMIE MAYS

1852 S. DRAKE (Buyer's Address) City of CHICAGO State of Illinois, Mortgagor(s) MORTGAGE and WARRANT TO TARCO, 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 \$ 15,070.80 being payable in 120

consecutive monthly installments of \$125.59 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 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 25TH day of MAY, A.D. 19 88

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. SAMMIE MAYS (SEAL)

Subscribing Witness (SEAL) Mortgagor (type or print names beneath signatures) (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 1852 S. DRAKE COUNTY OF CHICAGO, IL I, a Notary Public for and in said County, do hereby certify that personally known to me, who, being by me duly sworn, did depose that he/she resides at

that he/she knows said 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/them 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 day of 19

My commission expires 19 (NOTARY PUBLIC)

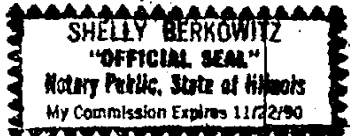
STATE OF ILLINOIS } COUNTY OF COOK } ss. SHELLY BERKOWITZ a Notary Public for and in said County, do hereby certify

that SAMMIE MAYS 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 25TH day of MAY, 19 88

My commission expires 19 (NOTARY PUBLIC) SHELLY BERKOWITZ

THIS INSTRUMENT WAS PREPARED BY THIS INSTRUMENT PREPARED BY: Name SHELLY BERKOWITZ Address 4747 W. PETERSON CHICAGO, IL 60646



DOCUMENT NUMBER

UNOFFICIAL COPY

ASSIGNMENT OF MORTGAGE

For consideration paid Tapco, Inc. 5097 N. Elston Ave. Chgo. IL holder of the within
mortgage, from Shamie Mays

to Tapco, Inc. 5097 N. Elston Ave Chgo. IL dated 5-25-88

and intended to be recorded with Recorder of Deeds
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 _____ IN WITNESS THEREOF, Joey Tapper
day of _____, 19____ Tapco, 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 4th day of August, 1988

By JOEY TAPPER
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. _____, 1988

Then personally appeared the above named Joey Tapper, the Pres
of Tapco, 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, Chroter Pichusiewicz My commission expires _____, 19____
Notary Public, State of Illinois
My Commission Expires 11/1/91

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

REAL ESTATE MORTGAGE
STATUTORY FORM
SHAMIE MAYS
TO
TAPCO, INC
ASSIGNMENT OF MORTGAGE
TAPCO, INC
TO
THE DARTMOUTH PLAN
INC

DEPT-01
T#4444 TRAM 2879 08/15/88 12:08:09
#1808 # D *-88-422187
COOK COUNTY RECORDER
\$13.00

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

3/26/88-88-422187

UNOFFICIAL COPY

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Property of Cook County Clerk's Office

LOT 33 IN HUFF AND MUTTON SUBDIVISION OF 5 ACRES IN THE SOUTHWEST
CORNER OF THAT PART OF THE WEST $\frac{1}{2}$ OF THE WEST $\frac{1}{2}$ OF THE SOUTH EAST
 $\frac{1}{4}$ OF SOUTHEAST $\frac{1}{4}$ SECTION 23, TOWNSHIP 39 NORTH RANGE 13, EAST OF
THE THIRD PRINCIPAL MERIDIAN OF NORTH OF OGDEN AVENUE, IN COOK
COUNTY, ILLINOIS
REAL ESTATE INDEX #16-23-400-088
PREMISES KNOWN AS AND BY: 1852 DRAKE, CHICAGO, ILLINOIS

--88-422187

UNOFFICIAL COPY

R 12 50

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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