

ILLINOIS REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

UNOFFICIAL COPY

Real Estate Index NO 16-16-308-007 (This space for Recorder's use only)

88-135026

THIS INDENTURE WITNESSETH, THAT Charlotte McKinnie

5245 W. Lexington City of Chicago State of Illinois, Mortgagor(s)

MORTGAGE and WARRANT to Say-Mor Construction Co., 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 \$ 11,300.52 being payable in 84

consecutive monthly installments of 134.53 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 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, 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, in 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 12th day of July A.D. 19 88

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. Charlotte McKinnie Mortgagor (SEAL)

Subscribing Witness (SEAL) Mortgagor (Type or print name beneath signature) (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 a security interest in your obligations under your home improvement contract.

STATE OF ILLINOIS } This Mortgage was signed at 5245 W. Lexington COUNTY OF Cook } Chicago, Illinois

I, Gil Pozin, a Notary Public for and in said County, do hereby certify that Howard Beard, the subscribing witness to the foregoing instrument, personally known to me, who, being by me duly sworn, did depose that he/she resides at 4868 W Dempster Skokie, Ill.,

that he/she knows said Charlotte McKinnie 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 12th day of July 19 88

My commission expires My Commission Expires July 30, 1989 (NOTARY PUBLIC)

STATE OF ILLINOIS } COUNTY OF Cook } a Notary Public for and in said County, do hereby certify

that 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 (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY Name Gil Pozin Address 4868 West Dempster Skokie, Ill 60077

DOCUMENT NUMBER

88-135026

UNOFFICIAL COPY

ASSIGNMENT OF MORTGAGE

For consideration paid Sav-Mor Construction Co., Inc. holder of the within
(Contractor)
 mortgage, from Charlotte McKinnie
(Buyer)
 to Sav-Mor Construction Co., Inc. dated 7/12/88
(Contractor)

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, Sav-Mor Construction Co., Inc.
Gil Pozin, President
(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 16th day of August, 19 88

By [Signature]
Duly Authorized (Name of Officer and Title)

[Signature]
Contractor (Individual or Partnership)
Secretary (Corporate Only)

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. _____, August 16, 19 88

Then personally appeared the above named Gil Pozin, the _____
President of Sav-Mor Construction Co., 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, [Signature] My commission expires _____, 19 _____
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

88438026

REAL ESTATE MORTGAGE
 STATUTORY FORM

Charlotte McKinnie

TO

Sav-Mor Const. Co., Inc

ASSIGNMENT OF MORTGAGE

Sav-Mor Const. Co., Inc

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



UNOFFICIAL COPY

3 3 4 3 0 0 2 6

Lot 11 in the Resubdivision of Lots 18 to 37 both inclusive in Murry Wolbach's Subdivision of Lots 197 & 203, in the School Trustee's Subdivision of the north part of Section 16, Township 39 N., Range 13, East of the Third Principal Meridian, in Cook Illinois.

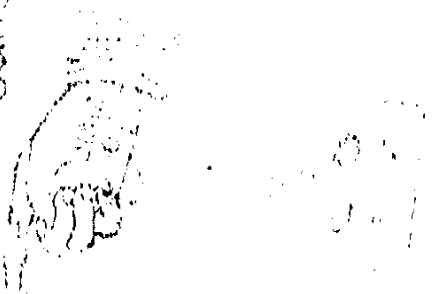
SAID PREMISES ARE KNOWN AS AND BY: 5245 W. Lexington, Chicago, Illinois

REAL ESTATE INDEX NO: 16-16-308-007

Property of Cook County Clerk's Office

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