

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

-88-439805 312-314-020

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH THAT KUNJUKUNJU M. EAPEN AND GRACEY MAMA

Buyer's Address: 3036 W. Gunnison City of CHICAGO State of Illinois, Mortgagor(s), MORTGAGEE and WARRANT to SHARP GARAGE CO INC 6280 N. Cicero IL 60653 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 \$ 12,331.20 being payable in 120 consecutive monthly installments of 102.76 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(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; 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 7th day of May, A.D. 1988

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. (Seals and signatures of Kunjukunju M. Eapen and Gracey M. Eapen, and witnesses Michael Ostrinsky and Milton Schaffer)

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 a lien on Chicago, Ill COUNTY OF COOK }

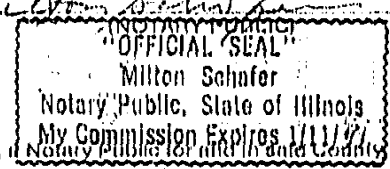
Milton Schaffer Notary Public for and in said County, do hereby certify that Michael Ostrinsky, the subscriber and witness to the foregoing instrument, personally known to me, who, being by me duly sworn, did depose that he/she resides at Des Plaines, Ill

that he/she knows said Kunjukunju M. Eapen and Gracey M. Eapen 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 7th day of May, 1988

My commission expires Jan 11, 1991

STATE OF ILLINOIS } COUNTY OF COOK }



I, Milton Schaffer, Notary Public for and in said County, do hereby certify that (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 1988

My commission expires 19

THIS INSTRUMENT WAS PREPARED BY Name: Milton Schaffer Address: 6280 North Cicero Ave., Chicago, IL 60646

DOCUMENT NUMBER

508931-88

# UNOFFICIAL COPY

## ASSIGNMENT OF MORTGAGE

For consideration paid, Sharp Garage Co Inc (Contractor), holder of the within mortgage, from KUNJUKUNJU M AND GRACEAMMA EAPEN (Buyer) to Sharp Garage Co Inc (Contractor) dated May 7, 1988

and intended to be recorded with RECORDER'S OFFICE OF COOK COUNTY 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.

WITNESS my (our) hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

(Individual and Partnership Signature)  
 \_\_\_\_\_  
 (Contractor (Individual or Partnership))  
 \_\_\_\_\_  
 (Secretary (Corporate Only))

(Corporate Signature)  
 IN WITNESS THEREOF, M. Schaefer  
Sharp Garage Co 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 2nd day of Aug 1988  
 By Chris Schaefer Pres  
 Duly 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 Chris Schaefer the Pres of Sharp Garage 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, \_\_\_\_\_ My commission expires June 28 1988  
 Notary Public

### ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ SS. \_\_\_\_\_ 19\_\_\_\_  
 Then personally appeared the above named \_\_\_\_\_ a General Partner of \_\_\_\_\_ SEP-26-88 48343 88439805-A-Rec 13.00 and deed of said partnership.  
 Before me, \_\_\_\_\_ My commission expires \_\_\_\_\_ 19\_\_\_\_  
 Notary Public

508931-88

REAL ESTATE MORTGAGE STATUTORY FORM  
Kunjukunju M. Eapen + Graceamma Eapen  
 TO  
Sharp Garage Co, Inc.  
 ASSIGNMENT OF MORTGAGE  
Sharp Garage Co, Inc.  
 to  
The Dartmouth Plan, Inc.

When recorded mail to  
**ROSE ANN CHALMERS**  
 THE DARTMOUTH PLAN, INC.  
 1301 FRANKLIN AVENUE  
 GARDEN CITY, N.Y. 11530

26 SEP 88 9:10  
 884398105  
 1347E  
 MAIL TO

# UNOFFICIAL COPY

3 3 4 3 9 0 0 5

LOT 12 IN BLOCK 2 IN W.F. KAISER AND COMPANY'S 2ND ALBANY PARK SUBDIVISION OF THE WEST  
1/2 OF BLOCK 19 AND THE NORTH 1/2 OF BLOCK 30 IN JACKSON'S SUBDIVISION OF THE SOUTH EAST  
1/4 OF SECTION 11 AND THE SOUTH WEST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST  
OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART THEREOF OWNED BY THE SANITARY DISTRICT  
OF CHICAGO), IN COOK COUNTY, ILLINOIS. REAL ESTATE INDEX NUMBER: 13-12-314-020  
SAID PREMISES ARE KNOWN AS AND BY: 3036 W. GUNNISON, CHICAGO, IL 60625

Property of Cook County Clerk's Office

-88-439805

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# UNOFFICIAL COPY

STATE OF ILLINOIS  
CLERK OF THE SUPREME COURT  
JANUARY 1, 1900  
CHICAGO, ILLINOIS

Property of Cook County Clerk's Office

60000-00

60001-00