

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

UNOFFICIAL COPY

Real Estate Index Number: 25-01-127-035

(This space for Recorder's use only) 88-16755

THIS INDENTURE WITNESSETH, THAT Herbert D. Davis A and Deetta Grant Davis
9046 S. Ridgeland City of CHICAGO State of Illinois, Mortgagor(s).
(Buyer's Address) MORTGAGE and WARRANT to DAVENPORT COAL-TIQUE-VON

(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 \$ 9287.04 being payable in 84 consecutive monthly installments of 110.56 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, here by 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(S) 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 14 day of JULY, A.D. 19 88

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. Herbert D. Davis (SEAL) Mortgagor
Deetta Grant Davis (SEAL) Mortgagor
Subscribing Witness (SEAL) Deetta Grant Davis (SEAL) Mortgagor

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 _____
COUNTY OF _____ } ss. _____
I, _____ a Notary Public for and in said County, do hereby certify that _____ the subscribing witness to the foregoing instrument, 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. _____
I, MARVIN BILFELD a Notary Public for and in said County, do hereby certify that HERBERT D. DAVIS and DEETTA GRANT DAVIS (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 14 day of JULY, 19 88

My commission expires 9/1 19 89 MARVIN BILFELD (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY
Name MARVIN BILFELD
Address 10742 S. Western
Chicago, Ill 60643

DOCUMENT NUMBER

88-16755

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ASSIGNMENT OF MORTGAGE

For consideration paid, Davenport Const. Co. holder of the within mortgage, from Herbert A. Davis Deatta Grant Davis to Davenport Const. Co. dated _____

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.

(Individual and Partnership Signature)

(Corporate Signature)

WITNESS my (our) hand(s) and seal(s) this 23RD day of August, 1988.

IN WITNESS THEREOF, _____

Maie M. [Signature]
Contractor (Individual or Partnership)

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:

Secretary (Corporate Only)

this _____ day of _____ 19 _____
By _____
Duty Authorized (Name of Officer and Title)

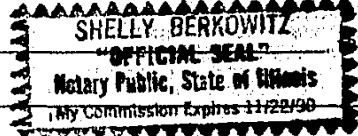
ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF Ill COUNTY OF Cook SS. 8-23- 1988

Then personally appeared the above named MANOVA BITAL and acknowledged the foregoing assignment to be his (her) free act and deed.

Before me, Shelly Berkowitz
Notary Public

My commission expires _____



ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF _____ COUNTY OF _____ SS. _____ 19 _____

Then personally appeared the above named _____, the _____ of _____, 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, _____
Notary Public

My commission expires _____ 19 _____

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 _____

88146755

REAL ESTATE MORTGAGE STATUTORY FORM

Herbert A. Davis Deatta Grant Davis

TO

Davenport Const. Co.

ASSIGNMENT OF MORTGAGE

Davenport Const. Co.,

TO

The Dartmouth Plan, Inc.

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

Space below for Recorder's use only



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Property of Cook County Clerk's Office

Lot 146 in Russell's Subdivision, being a Subdivision of Lots 12 to 16
Inclusive in Owners Partition of the W. 1/2 of the NW 1/4 of Section 1, Township 37 N.,
Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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