

ILLINOIS REAL ESTATE MORTGAGE

UNOFFICIAL COPY

Real Estate Index No 16-09-316-037 88450435

(Please print or type all names and addresses)

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH THAT

Leroy Carter, Jr & Gertrude Carter

140 N. Long (Buyer's Address)

City of Chicago

State of Illinois, Mortgagor(s)

MORTGAGE and WARRANT to

All City Remodeling

(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 \$ 16,743.60 being payable in 120

consecutive monthly installments of 139.53 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 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 16th day of August, 1988

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

Signatures of Leroy Carter, Jr. (Mortgagor), Gertrude Carter (Mortgagor), and William G. Glasser (Subscribing Witness)

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 140 N. Long }
COUNTY OF COOK } Chicago, IL. 60644 }
I, Julie Goldstein } a Notary Public for and in said County, do hereby certify }
that William G. Glasser } the subscribing witness to the foregoing instrument, }
personally known to me, who, being by me duly sworn, did depose that he/she resides at 5642 W. Diversy Chicago, IL }
that he/she knows said Leroy Carter, Jr. & Gertrude Carter } 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 sub- }
scribed his/her name as witness therein.

Given under my hand and notarial seal this 16th day of August, 1988. Julie Goldstein (NOTARY PUBLIC)

STATE OF ILLINOIS }
COUNTY OF }
I, } 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 ___ 19__ (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY: Name Julie Goldstein Address 5642 W. Diversy Chicago, IL 60639

DOCUMENT NUMBER

88450435

UNOFFICIAL COPY

ASSIGNMENT OF MORTGAGE

For consideration paid All City Remodeling holder of the within
 mortgage, from Leroy Carter Sr. & Gertrude Carter
 to All City Remodeling Corp dated 8-16-88
Recorders Office of Cook County, Ill

and intended to be recorded with RECORDERS OFFICE OF COOK COUNTY, ILL
 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, All City Remodeling
William Glasser
 (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, 1988
 By William B. Glasser
 Duty 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, _____ Notary Public My commission expires _____, 19____

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF Illinois, COUNTY OF Cook SS. _____, 1988
 Then personally appeared the above named William Glasser, the President
 of All City Remodeling, 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, Julie Goldstein Notary Public My commission expires _____, 19____
 My Commission Expires Jan. 13, 1982

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____

88160435

REAL ESTATE MORTGAGE STATUTORY FORM
 Leroy Carter Sr
 Gertrude Carter
 TO
 All City & Subs Remodel
 ASSIGNMENT OF MORTGAGE
 All City & Subs Remodel
 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

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Lot 10 and the North 1/3 of Lot 11 in Block 1, in Holley & Smith's Subdivision of the E 7½ acres of the S 43-3/4 acres of the West ½ of the South West ¼ of Section 9, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

SAID PREMISES ARE KNOWN AS AND BY: 140 North Long, Chicago, Illinois.

REAL ESTATE INDEX NO: 16-09-316-027

Property of Cook County Clerk's Office

88460435

16-09-316-027



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