

ILLINOIS REAL ESTATE MORTGAGE

UNOFFICIAL COPY

88098-1098 88472440

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT Frances M. Martin and Anita A. Anderson

8930 S. Racine City of Chicago State of Illinois, Mortgagor(s),

MORTGAGE and WARRANT to Mid-City Lumber & Supply Co., Inc. 3525 W. Peterson-Chgo, Il. Mortgagee (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 \$ 7839.00 being payable in 60

consecutive monthly installments of \$130.65 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 30th day of July A.D. 1988

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. X Frances M. Martin (SEAL) FRANCES M MARTIN

X Anita A. Anderson (SEAL) ANITA A ANDERSON X Louis Paul (SEAL) Louis Paul 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 8930 S. Racine COUNTY OF Cook } ss. Jerome Paul a Notary Public for and in said County, do hereby certify that Louis Paul the subscribing witness to the foregoing instrument, personally known to me, who, being by me duly sworn, did depose that he/she resides at 3525 W. Peterson Ave.

that he/she knows said FRANCIS M MARTIN, ANITA A ANDERSON to be the individual(s) described in, and who executed, the foregoing instrument as his/hers/their free and voluntary act, for the uses and purposes herein 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 30th day of July 1988

My commission expires OFFICIAL SEAL JEROME PAUL 19 NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. APR 25, 1992

Jerome Paul (NOTARY PUBLIC)

STATE OF ILLINOIS } ss. Jerome Paul 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 JEROME PAUL Address 3525 W. Peterson Chicago, Illinois

DOCUMENT NUMBER

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ASSIGNMENT OF MORTGAGE

For consideration paid, Mid-City Lumber & Supply Co., Inc. holder of the within
 mortgage, from Frances M. Martin and Anita A. Anderson
 to Mid-City Lumber & Supply Co., Inc. dated July 30, 1988

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, Louis Paul
Mid-City Lumber & Supply Co., Inc.

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 17th day of August, 1988

X Jerome Paul By X Louis Paul
 (Contractor) (Buyer) (Contractor) (Duly Authorized 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 Louis Paul the President
 of Mid-City Lumber & Supply 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, Jerome Paul My commission expires _____ 19____
 Notary Public OFFICIAL SEAL
 JEROME PAUL
 NOTARY PUBLIC STATE OF ILLINOIS
 MY COMMISSION EXPIRES APR 25, 1992

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

88472440

REAL ESTATE MORTGAGE STATUTORY FORM
 FRANCES M. MARTIN
 ANITA TO A. ANDERSON
 MID CITY BUILDERS
 ASSIGNMENT OF MORTGAGE
 MID CITY BUILDERS
 THE DARTMOUTH PLAN

7-13-88 46099 88472440

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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Address of Property: 8930 S Racine, Chicago

Permanent Real Estate Index Number: 25-03-123-026

Legal Description: Lot 8 in Martin J. Healy's First Addition to Brainard, being a sub of Block 9 (ex. the N 100 ft thereof) in W. C. Cole's sub of the E 1/2 of the NW 1/4 (ex. the SE 1/4 of the SE 1/4 of the NW 1/4) of Section 5, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

88472440

Property of Cook County Clerk's Office

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Mar 30

THE DARTMOUTH PLAN, INC.
1301 FRANKLIN AVENUE
GARDEN CITY, N.Y. 11530

ROSE ANN CHALMERS