

ILLINOIS REAL ESTATE MORTGAGE

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(Please print or type all names and addresses)

Real estate index # 16-15-212.014-88-502646

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT Curtis & Sharon Ward

4325 W. Adams City of Chicago State of Illinois, Mortgagor(s)

MORTGAGE and WARRANT to Shary Garage Co Inc Mortgagee

6280 N. Cicero Chicago Ill (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 \$ 7854.60 being payable in 60

consecutive monthly installments of 130.91 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 is 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 12th day of August A.D. 1988

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. Curtis Ward (SEAL) Sharon Ward (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 your obligations under your home improvement contract.

STATE OF ILLINOIS } This Mortgage was signed at Chicago, Ill
COUNTY OF Cook } ss.
I, MILTON SCHAFER, a Notary Public for and in said County, do hereby certify that MIKE OSTROWSKI, the subject witness to the foregoing instrument, personally known to me, who, being by me duly sworn, did depose that he/she resides at RESIDENCES, IL that he/she knows said Curtis & Sharon Ward 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 August, 1988

My commission expires Jan 11, 1991. Milton Schaffer

STATE OF ILLINOIS } ss. MILTON SCHAFER
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: Shary Garage Co Inc Address: 780 N. Cicero Ave Chicago IL 60646

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ASSIGNMENT OF MORTGAGE

For consideration paid, Sharp Construction Co holder of the within
 mortgage, from Curtis Sharon Ward
 to Sharp Construction Co dated Aug 14, 1988

and intended to be recorded with Recorder's Office in Cook Co 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 _____ IN WITNESS THEREOF, M. Schaefer
 day of _____, 19____ Sharp Construction 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 20th day of Sept, 1988
 By: M. Schaefer M. Schaefer
 (Authorized Name of Officer and Title)

ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF Ill COUNTY OF Cook SS. 9.20.1988
 Then personally appeared the above named M. Schaefer 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 ILL COUNTY OF COOK SS. 9-20-1988
 Then personally appeared the above named M. Schaefer the Pres.
 of Sharp 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, Henry Rabin My commission expires June 28, 1988
 Notary Public

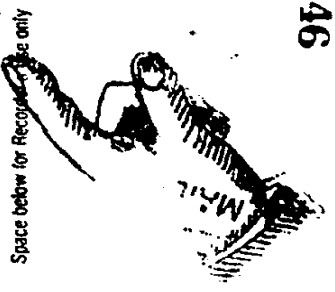
ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF _____ COUNTY OF _____ SS. _____, 19____
 Then personally appeared the above named _____ a General Partner of
 _____, 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

04020C-88

REAL ESTATE MORTGAGE STATUTORY FORM
CURTIS SHARON WARD
SHARP CONSTRUCTION CO
 ASSIGNMENT OF MORTGAGE
SHARP CONSTRUCTION CO
AB
THE DARTMOUTH PLAN INC

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



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

Address of Property: 4325 W. Adams, Chicago

Permanent Real Estate Index Number: 16-15-212-014

Legal Description: Lot 4 in Block 4 in Madison Street Addition to Chicago, said Addition being a Subdivision of Lots 2 & 5 in each of Blocks 1, 2, 3 & 4 & Lots 3 & 4 in each of Blocks 5, 6, 7 & 8 & Lots 2, 3, 4 & 5 in each of Blocks 9 & 10 in Partition of W. 1/2 of the W. 1/2 of the NE 1/4 & that part of the W. 1/2 of the W. 1/2 of the SE 1/4 lying N. of Barry Point Road of Section 15, Township 39 N., Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

-88-502646

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

ROSE ANN CHALMERS

Property of Cook County Clerk's Office

04-0500-00