

ILLINOIS REAL ESTATE MORTGAGE

UNOFFICIAL COPY

INDEX # 13-33-42-1007-0000

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT Mattie L. Mungon and Jerry L. Stackhouse

5157 W. Bloomingdale City of Chicago State of Illinois, Mortgagor(s) MORTGAGE and WARRANT to Household Construction

(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 \$ 16,270.80 being payable in 120

consecutive monthly installments of 135.59 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 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 22nd day of August A.D. 19 88

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. Jerry L. Stackhouse (SEAL) Mortgagor Mattie L. Mungon (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 5157 W. Bloomingdale COUNTY OF Cook } Chicago, Illinois

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, Shelly Berkowitz, a Notary Public for and in said County, do hereby certify that Mattie L. Mungon and Jerry L. Stackhouse (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 22nd day of August 19 88

My commission expires \_\_\_\_\_, 19 \_\_\_\_\_ (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY Name Ellen Sugarman Address 3101 N. Cicero, Chi., Il.



DOCUMENT NUMBER

ASSIGNMENT OF MORTGAGE

UNOFFICIAL COPY

For consideration paid Household Construction holder of the within mortgage, from MATTIE L. MURGON & JERRY L. STACK HOUSE to HOUSEHOLD CONSTRUCTION dated 8/23/88 and intended to be recorded with Recorder's Office of Cook County, IL 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 20th day of September 19 88  
Steven F. Drier  
Contractor (Individual or Partnership)  
Secretary (Corporate Only)

IN WITNESS THEREOF, \_\_\_\_\_  
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 \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
By \_\_\_\_\_  
Duly Authorized (Name of Officer and Title)

ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF ILL COUNTY OF COOK SS 9/20 19 88  
Then personally appeared the above named STEVEN F. DRIER and acknowledged the foregoing assignment to be his (her) free act and deed.  
Before me, Ellen Superman My commission expires 3-29 1990  
Notary Public

ACKNOWLEDGEMENT BY CORPORATION

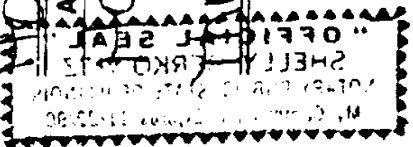
THE STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ SS \_\_\_\_\_ 19\_\_\_\_  
Then personally appeared the above named \_\_\_\_\_ the \_\_\_\_\_ and acknowledged the foregoing assignment to be the free act and deed of said officer and said corporation and that the seal affixed to said instrument is the corporate seal of said corporation.  
Before me, \_\_\_\_\_ My commission expires \_\_\_\_\_ 19\_\_\_\_  
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

REAL ESTATE MORTGAGE STATUTORY FORM

MATTIE L. MURGON & JERRY L. TO STACK HOUSE  
HOUSEHOLD CONSTRUCTION  
ASSIGNMENT OF MORTGAGE  
HOUSEHOLD CONSTRUCTION  
TO  
THE DARTMOUTH PLAN, INC.



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

Space below for Recorder's use only

88-51727

UNOFFICIAL COPY 3 5 1 7 2 7 2

Property of Cook County Clerk's Office

LOT 6 IN ELI GOLDSTINE'S RESUBDIVISION OF LOTS 11 TO 20, BOTH INCLUSIVE, IN BLOCK 5, IN CRAGIN, BEING CHARLES D. ROSMER'S SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PREMISES KNOWN AS AND BY: 5157 BLOOMINGDALE W., CHICAGO, ILLINOIS 60639

21219-88

1300

COOK COUNTY CLERK'S OFFICE

CHICAGO, ILLINOIS

UNOFFICIAL COPY

Property of Cook County Clerk's Office

NOV-9-88 51782 88517272 - A - Rec 13.00

CO. CLK. OFFICE

RR TO:

13<sup>00</sup>

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

ROSE ANN CHAI MERC

88517272