

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

UNOFFICIAL COPY

Real Estate Index Number 09-21-102-002
-88-526820

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT GENE E. & PEGGY WOLTJER

Woltjer

1613 WALNUT City of DES PLAINES State of Illinois, Mortgagor(s),
(Buyer's Address)

MORTGAGE and WARRANT to ENERGY BUILDING PRODUCTS, INC.

2025 WASHINGTON ST - WAUKEGAN, 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 \$ 15,658.80 being payable in 120

consecutive monthly installments of 130.49 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 advertise-
ment, 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.

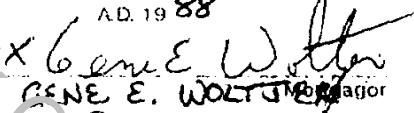
DATED, this 1ST day of AUGUST A.D. 19 88

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



Subscribing Witness

TIM PONATH (SEAL)


GENE E. WOLTJER (SEAL)


PEGGY WOLTJER (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.

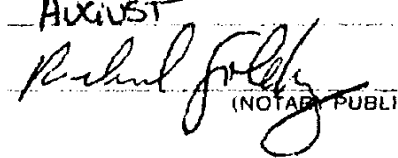
STATE OF ILLINOIS } This Mortgage was signed at 1613 WALNUT
COUNTY OF COOK } ss. DES PLAINES, IL

I, RICHARD GOLDBERG, a Notary Public for and in said County, do hereby certify
that TIM PONATH, the subscribing witness to the foregoing instrument,

personally known to me, who, being by me duly sworn, did depose that he/she resides at 5866 S. NEW BERLIN RD

that he/she knows said GENE E. & PEGGY WOLTJER to be the individual(s) described
in, and who executed, the foregoing instrument as his/her 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 1ST day of AUGUST, 19 88

My commission expires My Commission Expires Aug. 20, 1993

(NOTARY PUBLIC)

STATE OF ILLINOIS }
COUNTY OF _____ } ss.

_____, 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 Richard Goldberg
Address 2025 Washington
Des Plaines, IL

8/87
© TOP Inc. 1985
DOCUMENT NUMBER

-88-526820

882820

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ASSIGNMENT OF MORTGAGE

For consideration paid 052057 ENERGY BUILDING PRODUCTS, INC. holder of the within
 mortgage, from GENE E. WOLTER + PEGGY WOLTER
 to ENERGY BUILDING PRODUCTS, INC. dated 8-1-88

and intended to be recorded with COOK COUNTY RECORDER OFFICE
 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, RICHARD GOLDBERG
 day of _____, 19____ ENERGY BUILDING PRODUCTS, INC.

Contractor (Individual or Partnership) this 1ST day of AUGUST, 1988
 By Richard Goldberg, Sec. Treas.
Secretary (Corporate Only) Duly 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, _____ My commission expires _____, 19____
 Notary Public

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF ILLINOIS COUNTY OF COOK SS. _____, 1988
 Then personally appeared the above named RICHARD GOLDBUG the SECRETARY /
TREASURER of ENERGY BUILDING PRODUCTS, 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, _____ My commission expires 1-26, 1992
 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

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REAL ESTATE MORTGAGE STATUTORY FORM
 Gene E. Wolter + Peggy Wolter
 TO
 Energy Building Products, Inc.
 ASSIGNMENT OF MORTGAGE
 Energy Building Products, Inc.
 TO
 The Dartmouth Plan, Inc.

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



13478

UNOFFICIAL COPY

8 8 2 6 8 2 0

LOT 12 IN BLOCK 4 IN RIVER ADDITION TO DES PLAINES, A SUB OF PART OF THE NE 1/4 OF SECTION 20 AND PART OF THE NW 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. REAL ESTATE INDEX NUMBER: 09-21-102-002 SAID PREMISES ARE KNOWN AS AND BY: 1613 WALNUT, DES PLAINES, IL 60016

Property of Cook County Clerk's Office

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