

ILLINOIS REAL ESTATE MORTGAGE

UNOFFICIAL COPY

Real Estate Index Number: 13-23-231-627

88-533620

This space for Recorder's use only

THIS INDENTURE WITNESSETH THAT JOHN S. CAVANAUGH and ANNA CAVANAUGH

3636 N. CHRISTIANA City of CHICAGO State of Illinois, Mortgagor(s)

WINDY CITY EXTERIORS, INC. 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 \$ 6948.60 being payable in 60

consecutive monthly installments of 115.81 each commencing two (2) months 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 agreement 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 principal, interest, taxes, assessments or agreements herein contained, 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 as authorized, but as 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 this 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, 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, thereon 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 September AD 19 88

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. John S. Cavanaugh Mortgagor

Anna Cavanaugh 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 COUNTY OF COOK This Mortgage was signed at 3636 N. CHRISTIANA

I, CAROLYN PETERSON that SAM KAPPA personally known to me, who, being by me duly sworn, did depose that he/she resides at 4247 N. WILSON that he/she knows said JOHN CAVANAUGH and ANNA CAVANAUGH to be the individuals 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 16 day of September 19 88 My commission expires 5-13, 1991 Carolyn Peterson (NOTARY PUBLIC)

STATE OF ILLINOIS COUNTY OF COOK "OFFICIAL SEAL" CAROLYN PETERSON Notary Public, State of Illinois

Given under my hand and notarial seal this day of 19 My commission expires 19 (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY Name Tillie Cohen Address 4520 W. LAWRENCE Chicago, IL 60630

DOCUMENT NUMBER

ASSIGNMENT OF MORTGAGE

UNOFFICIAL COPY

For consideration paid WINDY CITY INTERIORS, INC. holder of the within mortgage from JOHN and ANNA CAVARAUZ to WINDY CITY INTERIORS, INC. dated 9-1-88

and intended to be recorded with RECORDERS OFFICE OF COOK COUNTY 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)

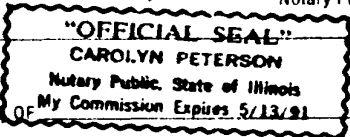
WITNESS my (our) hand(s) and seal(s) this 10th day of September 1988. WITNESS THEREOF, JEFFREY SCHWARTZ Secretary (Corporate Only) has caused its corporate seal to be affixed hereto and these presents to be signed on its behalf by its President or a Vice-President or its Treasurer or an Assistant Treasurer duly authorized this 10th day of September 1988. By Jeffrey Schwartz Duty Authorized (Name of Officer and Title)

ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF ILLINOIS COUNTY OF COOK SS 9-16 1988. Then personally appeared the above named JEFFREY SCHWARTZ and acknowledged the foregoing assignment to be his (her) free act and deed. Before me Carolyn Peterson Notary Public My commission expires 5-13 1991

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF ILLINOIS COUNTY OF COOK SS 9-16 1988. Then personally appeared the above named JEFFREY SCHWARTZ the PRESIDENT of WINDY CITY INTERIORS, 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 Carolyn Peterson Notary Public My commission expires 5-13 1991



ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF ILLINOIS COUNTY OF COOK SS 9-16 1988. Then personally appeared the above named John S. Cavarauz & Anna Cavarauz a General Partner of Windy City Interiors, Inc. 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 Carolyn Peterson Notary Public My commission expires 5-13 1991

88-503620

REAL ESTATE MORTGAGE STATUTORY FORM TO John S. Cavarauz & Anna Cavarauz WINDY CITY INTERIORS, INC. ASSIGNMENT OF MORTGAGE WINDY CITY INTERIORS, INC. 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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Lot 8 in R. F. Bickerdike's Subdivision of the N. 1/2 of Block 11 in Bickerdike's 2nd Addition to Irving Park, being a Subdivision of the W. 3/4 of the S. 1/2 of the NE 1/4 (except 1.27 acres in the SE corner thereof) in Section 23, Township 40 N., Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

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