

ILLINOIS
REAL ESTATE MORTGAGE
Print or type all names and addresses

UNOFFICIAL COPY

REAL ESTATE INDEX NO. 14-31-408-021

-83-569632

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH THAT *Kenneth F. Call (a bachelor)*

1836 N. Winchester
(Buyer, Assignee)
MORTGAGE and WARRANT TO

City of *Chicago*

New World Windows, Inc.

State of Illinois, Mortgagors).

for the sum and payment of that certain Retail Installment Contract for Improvement executed by the MORTGAGOR(S) bearing even date herewith, payable to the MORTGAGEE above named, in the total amount of \$ 12,202.80 being payable in 120

consecutive monthly installments of **101.69**, each commencing ten days thereafter 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 in full, or any amendment to said Retail Installment Contract, or any consolidation thereof pursuant to the Illinois Retail Installment Sales Act, together with delinquency interest and legal charges thereon, the real estate located above and more fully described in the Schedule Attached thereto, and made a part thereof,

together with all present improvements, thereon, rents, issues and profits thereof, situated in the County of *Cook*, in the State of Illinois, and in the City of Chicago, subject to all taxes, assessments, and other charges, and any default in payment of any of the covenants or agreements herein contained shall entitle the LENDER to REPOWD AND FORECLOSED. That the Mortgagor shall pay all amounts unpaid and payable when due, and failing the Mortgagor to do so, the Lender is entitled to their full inseparable right for the Lender to foreclose and shall pay all installments of principal and interest, taxes, and other charges, and shall keep and preserve in good repair, in the name of the Lender, the property described above. Mortgagor covenants to comply with any of the above covenants. Mortgagor, in addition to all other rights and remedies as authorized by law, is not entitled to a right to the Lender and the amount paid thereon, together with interest thereon at the rate of six percent per annum, shall be considered as liquidated damages paid to the Lender for failure to make timely payment of the Retail Installment Contract, and the Lender may, at its option, foreclose and take title to the property described above, and in any such case, the whole of the sum secured hereby shall thereupon, at the option of the Lender, be paid over to the Lender, and the Lender may, at its option, his or her attorney or assigns, to enter into and upon the premises hereby granted, a leasehold interest, 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 Mortgagor, 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 attorney's fees, to be included in the decree, and all moneys advanced for taxes, assessments, items of insurance and other charges, thereafter shall be paid the sums provided for in said Retail Installment Contract, whether due and payable by the terms thereof or not.

DATED this **30** day of *August* AD 19 **88**

Kenneth F. Call
Kenneth F. Call Mortgagor

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

Tom Moretti
Subscribing Witness

(SEAL)

(SEAL)

(SEAL)

Mortgagor
Type or print name beneath signature

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*

I, *Carolyn Peterson*
that *Tom Moretti*

personally known to me, who, being by me duly sworn, did depose that he/she resides at *2931 N. 76 Ave*

that he/she knows said *Kenneth F. Call* 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

5 day of *OCT* AD 19 **88**

My commission expires **5-13-1991**

Carolyn Peterson
(NOTARY PUBLIC)

STATE OF ILLINOIS

COUNTY OF *Cook*

I, *Carolyn Peterson*, Notary Public, State of Illinois, My Commission Expires 5/13/91, do hereby certify that *Kenneth F. Call* and *Tom Moretti*, 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 **18** day of **NOV** AD 19 **88**

My commission expires **19**

(NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY:

Name *T. H. Cohen*

Address *4520 W. Lawrence Ave*

UNOFFICIAL COPY

ASSIGNMENT OF MORTGAGE

For consideration paid by New World Windows, Inc. holder of the within
mortgage, from Kenneth F. Call

to New World Windows, Inc. (Contractor)

and intended to be recorded with Cook County Recorder's Office
immediately prior hereto does hereby assign said mortgage and claim secured thereby to THE DARTMOUTH PLAN, INC. 1301 Franklin Avenue, Garden City, NY 11530

(Individual and Partnership Signature)

WITNESS my (our) hand(s) and seal(s) this _____ day of _____ 19____

(Corporate Signature)

IN WITNESS THEREOF, Jeffrey Schwartz
New World Windows, 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 _____ day of _____ 19____

By Jeffrey Schwartz (Signature)

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. 19____

Then personally appeared the above named Jeffrey Schwartz of New World Windows, Inc. the President 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

"OFFICIAL SEAL" ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF _____ COUNTY OF _____ SS. 19____

Notary Public State of Illinois
My Commission Expires 5/13/91

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

DEC-9-93 5-5-97 8651763-A 1-21-83

When recorded mail to
THE DARTMOUTH PLAN, INC.,
1301 FRANKLIN AVENUE GARDEN CITY,
NEW YORK 11530

Space below for recorder's use only

-83-503632

REAL ESTATE MORTGAGE
STATUTORY FORM

KENNETH F. CALL
TO

NEW WORLD WINDOWS, INC.,

ASSIGNMENT OF MORTGAGE

TO
THE DARTMOUTH PLAN, INC.,

2836158632-34

UNOFFICIAL COPY

LOT 56 IN BLOCK 38 IN SHEFFIELD'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN
SECTIO 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

PREMISES KNOWN AS AND BY: 1836 WINCHESTER N. CHICAGO, IL 60622

Real Estates Index No: 14·31·408·021

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