

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

UNOFFICIAL COPY

16-04-108-011 NO 9-27-88

(This space for Recorder's use only)

88579275

THIS INDENTURE WITNESSETH, THAT Luis Reyes

1527 N. LINDER City of CHICAGO State of Illinois, Mortgagor(s) (Buyer's Address) MORTGAGE and WARRANT to City Home Services 3101 N. Cicero Chicago, IL 60641 (Contractor) Mortgagor

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 \$ 21,646.80, being payable in 120 consecutive monthly installments of 180.39 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 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 29th day of September AD. 19 88

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. Shelly Berkowitz (SEAL) Subscribing Witness Luis Reyes (SEAL) Mortgagor (Type of print names beneath signatures)

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 1527 N. LINDER COUNTY OF COOK } ss. Chicago, IL I, ELLEN SUGERMAN, a Notary Public for and in said County, do hereby certify that Shelly Berkowitz, the subscribing witness to the foregoing instrument, personally known to me, who, being by me duly sworn, did depose that he/she resides at 4447 N. Peterson

that he/she knows said Luis Reyes 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 29th day of September 19 88. My commission expires 3-29 19 90 Ellen Sugerman (NOTARY PUBLIC)

STATE OF ILLINOIS } COUNTY OF COOK } ss. I, a Notary Public for and in said County, do hereby certify that (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 (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY Name: Joyce Durst Address: 3101 N. Cicero Chicago, IL 60646

DOCUMENT NUMBER 7/88

UNOFFICIAL COPY

ASSIGNMENT OF MORTGAGE

For consideration paid, City Home Services (Contractor) holder of the within mortgage, from Luis Reyes (Buyer) to City Home Services (Contractor) dated 9-29-88

and intended to be recorded with Cook County Recorder of Deeds 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 21st day of October, 1988. IN WITNESS THEREOF, [Signature] (Contractor) 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 Illinois COUNTY OF Cook SS. 10-21 1988
 Then personally appeared the above named JOSE DURET and acknowledged the foregoing assignment to be his (her) free act and deed.
 Before me, Mary M. Walsh My commission expires 19
 Notary Public " OFFICIAL SEAL " MARY M. WALSH NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 6/28/92

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

DEC-15-88

59840

88579275-A

13.00

REAL ESTATE MORTGAGE STATUTORY FORM

Luis Reyes

TO

City Home Services

ASSIGNMENT OF MORTGAGE

City Home Services

to The Dartmouth Plan, Inc

When recorded mail to

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

Space below for Recorder's use only

15 DEC 28 1988

13.00

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Lot 17 in Block 2 in Keeney's Highlands Addition to Autsin in the North $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 4, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

SAID PREMISES ARE KNOWN AS AND BY: 1527 North Linder, Chicago, Illinois 60651

REAL ESTATE INDEX NO: 16-04-102-017

Property of Cook County Clerk's Office

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