

ILLINOIS REAL ESTATE MORTGAGE

UNOFFICIAL COPY

20-28-108-032 (This space for Recorder's use only) 88579288

THIS INDENTURE WITNESSETH, THAT John Johnson Jr. & Mary Johnson

7234 S. Emerald City of CHICAGO State of Illinois, Mortgagor(s) (Buyer's Address) MORTGAGE and WARRANT to ACE HOME IMPROVEMENT SVCS. INC. (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 \$ 13,339.20 being payable in 84

consecutive monthly installments of 158.80 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 22nd day of September, A.D. 1988

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. John Johnson Jr. (Mortgagor) Mary Johnson (Mortgagor) (Subscribing Witness)

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 7234 S. Emerald COUNTY OF Cook } CHICAGO, IL.

I, Michael E. Rowe, a Notary Public for and in said County, do hereby certify that John Johnson Jr. and Mary Johnson, 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 herein set forth, that he/she said subscribing witness, was present and saw him/her/their 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 22nd day of September, 1988

My commission expires 1-27-1992

STATE OF ILLINOIS } ss. Michael E. Rowe, a Notary Public for and in said County, do hereby certify that John Johnson Jr. and Mary Johnson (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 September, 1988

My commission expires 1-27-1992

THIS INSTRUMENT WAS PREPARED BY Nam O'Donnell N. Hill Address 414 N. CLAYTON, CHICAGO, ILLINOIS 60614

OFFICIAL SEAL MICHAEL E. ROWE NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 1/27/92

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ASSIGNMENT OF MORTGAGE

For consideration paid, ACE Home Improvement, Inc. (Contractor) holder of the within mortgage, (rpm) John Johnson Sr + Mary Johnson (Buyer) to ACE Home Improvement, Inc. (Contractor) dated 9-22-88

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, N.Y. 11530 (Individual and Partnership Signature) (Corporate Signature)

WITNESS my (our) hand(s) and seal(s) this 19 day of NOVEMBER 1988 IN WITNESS THEREOF, Steven C. Packer (Contractor) ACE Home Improvement, Inc. has caused its corporate seal to be affixed hereto and these presents to be signed on its behalf by its President or Vice-President or its Treasurer or an Assistant Treasurer duly authorized this 19 day of NOVEMBER 1988 By: Steven C. Packer (Secretary (Corporate Only)) (Duly Authorized (Name of Officer and Title))

ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF Ill COUNTY OF Cook SS. 19 Then personally appeared the above named Steven C. Packer and acknowledged the foregoing assignment to be his (her) free act and deed. Before me, Michael My commission expires 11-2 1988 Notary Public

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF Ill COUNTY OF Cook SS. 11-2 1988 Then personally appeared the above named Steven C. Packer the President of ACE Home Improvement, Inc. and acknowledged the foregoing assignment to be the free act and deed of said officer and said corporation on and to the seal affixed to said instrument is the corporate seal of said corporation. Before me, Michael My commission expires 1-27 1992 Notary Public OFFICIAL SEAL NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES 1/27/92

ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF Ill COUNTY OF Cook SS. 19 Then personally appeared the above named John Johnson Sr + Mary Johnson a General Partner of John Johnson Sr + Mary Johnson 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, Michael My commission expires 19 Notary Public

DEC-15-88 59,847 88579282 13.00

88579282

REAL ESTATE MORTGAGE STATUTORY FORM

John Johnson Sr
Mary Johnson

ACE HOME IMP SVCS
ASSIGNMENT OF MORTGAGE
ACE HOME IMP SVCS
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

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Address of Property: 7234 S. Emerald, Chicago

Permanent Real Estate Index Number: 20-28-108-032

Legal Description: The South 1/2 of Lot 35 & the North 1/2 of Lot 34 in Block 4 in Parmly's Normal Park Addition, a Subdivision of the North West 1/4 of Section 28, Township 38 North, Range 14, East of the Third Principal Meridian, (except Railroad) in Cook County, Illinois.

Property of Cook County Clerk's Office

88579282

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SEARCHED