

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

UNOFFICIAL COPY

REAL ESTATE INDEX NO: 46-04-317-006 88035171 (This space for Recorder's use only)

THIS INSTRUMENT WITNESSETH, THAT ROBERT GREGORY JANET GREGORY

5449 W. AUGUSTA City of Chicago State of Illinois, Mortgagor(s)

MORTGAGE and WARRANT to Chicago Lumber Co. 3344 N. Cicero Contractor 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 \$ 29,360.00 being payable in 120

consecutive monthly installments of 244.67 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(S) 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 12 day of June AD 19 92 88035171

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. Robert Gregory Mortgagee (SEAL)

Subscribing Witness (SEAL) Janet Gregory Mortgagee (SEAL)

NOTE: This document is a mortgage which gives your contractor and its assigns 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 COUNTY OF Cook } ss.

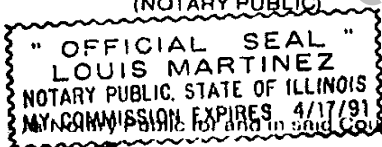
I, Louis Martinez, a Notary Public for and in said County, do hereby certify that I, the subscribing witness to the foregoing instrument, personally known to me, who, being by me duly sworn, did depose that he/she resides at

that he/she knows said Robert Gregory and Janet Gregory 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 12 day of June 19 92

My commission expires 4-17-91

STATE OF ILLINOIS } COUNTY OF Cook } ss. Louis Martinez (NOTARY PUBLIC)



I, Louis Martinez, do hereby certify that Robert Gregory and Janet Gregory (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 12 day of June 19 92

My commission expires 4-17-91

THIS INSTRUMENT WAS PREPARED BY Name: Louis Martinez Address: 3344 N. Cicero

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For consideration paid 100000 CHICAGO LUMBER CO. holder of the within mortgage, from Robert Gregory and Janet Gregory dated 6/17/87 to Cook County Recorder of Deeds 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)
WITNESS my (our) hand(s) and seal(s) this _____ day of _____, 19____

IN WITNESS THEREOF, Suzanne Reid (Corporate Signature)
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 14 day of December, 1987
By Suzanne Reid Sec (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. _____ 12/14 1987
Then personally appeared the above named Suzanne Reid the _____ and acknowledged the foregoing assignment to be the free act and deed of CHICAGO LUMBER CO and acknowledged the foregoing assignment to be the free act and deed of CHICAGO LUMBER CO and acknowledged the foregoing assignment to be the free act and deed of said corporation and acknowledged the foregoing assignment to be the free act and deed of said corporation.
Before me, Louis Martinez My commission expires 4-17 1991
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/17/91

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

Robert Gregory & Janet Gregory
Chicago Lumber Co.

ASSIGNMENT OF MORTGAGE

Chicago Lumber Co.
TO
The Dartmouth Plan, Inc.



When recorded, PLEASE ADVISE CHICAGO LUMBER CO.
The Dartmouth Plan, Inc.,
1301 Franklin Avenue
Garden City, New York 11530.

Space below for Recorder's use only

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Property of Cook County Clerk's Office

Lot 10 in Block 7 in Sub of part of the N 1/2 of the SW 1/4
1/4 of Section 4, Township 39 North, Range 13, East of the Third
Principal Meridian County, Illinois.
Premises known as and by: 5449 Augusta W. Chicago, IL 60651
Real Estate Index No: 16-04-317-006 ECO un

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