

UNOFFICIAL COPY Real Estate Index No 30-20-110-022 (This space for Recorder's use only) 88044709

THIS INDENTURE WITNESSETH THAT Thomas J. Gambino and Mary Lou Gambino

1336 Freeland Ave. City of Calumet City State of Illinois Mortgagee(s) (Buyer's Address) MORTGAGEE and WARRANT TO The Home Improvement Shoppe 9711 Franklin Ave., Franklin Park, IL 60131 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 \$ 12,139.20 being payable in 120

consecutive monthly installments of 101.16 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 Mortgagee(s) shall pay all taxes and assessments upon said premises, when due, shall keep the building 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 Mortgagee(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 monies 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 4th day of January, A.D. 19 88

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. Thomas J. Gambino Mortgagee (SEAL)

David Sabella Subscribing Witness (SEAL) Mary Lou Gambino Mortgagee (SEAL) 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 performance of your obligations under your home improvement contract.

STATE OF ILLINOIS } This Mortgage was signed at 1336 Freeland Ave. COUNTY OF Cook } Calumet City, IL

I, Shelly Ann Wells, a Notary Public for and in said County, do hereby certify that David Sabella, the subscribing witness to the foregoing instrument,

personally known to me, who, being by me duly sworn, did depose that he/she resides at 9711 Franklin Ave., Franklin Park, Illinois, personally known to me, 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 4th day of January, 19 88

My commission expires My Commission Expires Mar. 3, 1990 (NOTARY PUBLIC)

STATE OF ILLINOIS } COUNTY OF } a Notary Public for and in said County, do hereby certify

that and (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 19

My commission expires 19 (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY Name Shelly Wells Address 1336 Freeland

# UNOFFICIAL COPY

## ASSIGNMENT OF MORTGAGE

The Home Improvement Shoppe

For consideration of

Thomas J. Gambino and Mary Lou Gambino

mortgage, from

The Home Improvement Shoppe

dated

1-4-88

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)

Chris Saltzman

WITNESS my (our) hand(s) and seal(s) this

IN WITNESS THEREOF

day of January 1988

The Home Improvement Shoppe

has caused its corporate seal to be affixed hereto and these presents to be signed on its behalf by the President or a Vice-President or its Treasurer or an Assistant Treasurer duly authorized

this 4th day of January 1988

Chris Saltzman  
Chris Saltzman

By Chris Saltzman  
Chris Saltzman  
President

### ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF Illinois COUNTY OF Cook SS.

Then personally appeared the above named Chris Saltzman and acknowledged the foregoing assignment to be his (her) free act and deed

Before me Notary Public My commission expires 10-10-88

### ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF Illinois COUNTY OF Cook SS.

Then personally appeared the above named Chris Saltzman President

of The Home Improvement Shoppe 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 Notary Public My commission expires 10-10-88

### ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF Illinois COUNTY OF Cook SS.

Then personally appeared the above named Chris Saltzman a General Partner of

and acknowledged the foregoing assignment to be his (free act and deed) and the free act and deed of said partnership.

Before me Notary Public My commission expires 10-10-88

88017708  
28-01-88

REAL ESTATE MORTGAGE  
STATUTORY FORM  
Thomas J. Gambino  
Mary Lou Gambino  
The Home Improvement  
Shoppe, Inc.  
ASSIGNMENT OF MORTGAGE  
The Home Improvement  
Shoppe, Inc.  
TO  
The Dartmouth Plan, Inc.

When recorded mail to:  
ROSE ANN CHALMERS  
1301 FRANKLIN AVENUE  
GARDEN CITY, NEW YORK 11530

STATE OF ILLINOIS  
Space below for Recorder's use only.

# UNOFFICIAL COPY

Permanent Real Estate Index Number: 30-20-110-022

Legal Description: Lot 15 in Block 8 in the Resubdivision of Blocks 1 thru 8 in Barrett's Forest View, a Subdivision of the W. 1/2 of the NW 1/4 of the NW 1/4 & the N. 1/2 of the SW 1/4 of the NW 1/4 of Section 20, Township 36 N., Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

SAID PREMISES ARE KNOWN AS AND BY: 1336 Freeland Ave., Calumet City, Illinois

Property of Cook County Clerk's Office

DEPT 01 \$13.00  
TIM 01 TRSN 0102 01222700 1051 00  
11/15/19 30-20-110-022  
COOK COUNTY CLERK'S OFFICE

13.00 E

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00