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ILLINOIS REAL ESTATE MORTGAGE

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Red State Index No 25-28-350-01P

88051236

(Please print or type all names and addresses)

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT JAMES WILSON THELMA WILSON

12539 S. Eggeleston CHICAGO State of Illinois, Mortgagor(s)

(Buyer's Address) MORTGAGE and WARRANT to Chicago Trust Co. 3344 S. Cicero 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 \$ 56,741.68, being payable in 36

consecutive monthly installments of 157.63 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 thereon, situated in the County of Cook in the State of Illinois, heroby 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 Mortgagee 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 heroby 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 18th day of APRIL, A.D. 19 87

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. James L. Wilson (SEAL)

Thelma Wilson (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 COUNTY OF COOK This Mortgage was signed at 12539 E. Eggeleston

Louis Martinez, Notary Public for and in said County, do hereby certify that DARIUS TAYLOR 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/hor/their free and voluntary act, for the uses and purposes therein set forth; that he/she, said subscribing witness, was present and saw him/hor/them execute the same, and that he/she, said subscribing witness, at the time subscribed his/hor name as witness therein.

Given under my hand and notarial seal this 18 day of April, 19 87

My commission expires 4-17 1991

STATE OF ILLINOIS COUNTY OF COOK This Mortgage was signed at 12539 E. Eggeleston

Louis Martinez, Notary Public for and in said County, do hereby certify that James Wilson and Thelma Wilson (his/hor 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/hor/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 April, 19 87

My commission expires 4-17 1991

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

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DOCUMENT NUMBER

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ASSIGNMENT OF MORTGAGE

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For consideration paid \$11,128.28 mortgage, from James Wilson and Thelma Wilson to CHICAGO LUMBER CO. holder of the within

dated 4/18/87 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)

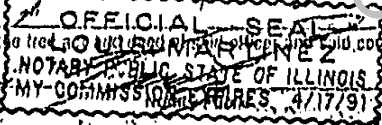
WITNESS my (our) hand(s) and seal(s) this day of 1987 IN WITNESS THEREOF Suzanne Reid Secretary CHICAGO LUMBER CO. has caused its corporate seal to be affixed hereto and these presents to be signed on its behalf by its President or a Vice-President or its Treasurer or an Assistant Treasurer duly authorized this 4 day of December 1987 By Suzanne Reid Duty Authorized (Name of Officer and Title)

ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF ILLINOIS COUNTY OF COOK SS. 1987 Then personally appeared the above named assignment to be his (her) free act and deed. Before me, Notary Public My commission expires 1987

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF ILLINOIS COUNTY OF COOK SS. 12/11/87 Then personally appeared the above named Suzanne Reid the Secretary CHICAGO LUMBER CO. and acknowledged the foregoing assignment to be the free act and deed of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation Before me, Notary Public My commission expires 9-12-87



ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF ILLINOIS COUNTY OF COOK SS. 1987 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, Notary Public My commission expires 1987

88051236

REAL ESTATE MORTGAGE STATUTORY FORM James L Wilson Thelma Wilson TO Chicago Lumber Co ASSIGNMENT OF MORTGAGE Chicago Lumber Co TO The Dartmouth Plan

When recorded send to ROSE ANN CHALMERS 1301 FRANKLIN AVENUE GARDEN CITY, NEW YORK 11530 Space below for Recorder's use only

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0 1 2 3 6

Permanent Real Estate Index Number: 25-28-330-011

FHO =

Legal Description: Lot 22 in Block 2 in F. R. Ives Resubdivision of Lots 15, 16, 17 & 18 in Andrew's Subdivision of the E. 1/2 of the SW 1/4 of the SE Fractional 1/4 of Section 28, N. of the Indian Boundary Line, Township 37 N., Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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SAID PREMISES ARE KNOWN AS AND BY: 12539 Eggelston, Chicago, Illinois

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#1170 A/C \* 88-051236  
COOK COUNTY RECORDER

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