

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

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(This space for Recorder's use only)

15-10-204-0104
88173585011

THIS INDENTURE WITNESSETH THAT

625 S 13th Avenue

City of Maywood

State of Illinois, Mortgagor(s),

(Buyer's Address)

MORTGAGE and WARRANT to

Town & Country Home Products, Inc.

(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 \$ 15,408.96 being payable in 84

consecutive monthly installments of 183.44 each, commencing two (2) months 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 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 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 9th day of March, 1988

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS.

John Wall

(SEAL)

JOHN WALL Mortgagor

Ray Clifton
Subscribing Witness

(SEAL)

RAY CLIFTON
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

COUNTY OF Cook

This Mortgage was signed at Maywood, Ill.

I, Ray Clifton

a Notary Public for and in said County, do hereby certify

that Ray Clifton, personally known to me, who, being by me duly sworn, did depose that he/she resides at Deerfield, Illinois

that he/she knows said John Wall & Flora Wall Trueson, 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/her/their 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 9th day of March, 1988

My commission expires 10-14-1988

Matthew J. H. (NOTARY PUBLIC)
MARICE PERK

STATE OF ILLINOIS

COUNTY OF Cook

a Notary Public for and in said County, do hereby certify

I, Matthew J. H., personally known to me to be the same person(s) whose names are subscribed to the foregoing 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 13th day of March, 1988

My commission expires 10-14-1988

(NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY

Name Marice Perle

Address 625 S 13th

Chicago, Ill.

(1)

13.00

DOCUMENT NUMBER

CO 151 13 88

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ASSIGNMENT OF MORTGAGE

For consideration paid Five Hundred Dollars to the holder of the within mortgage from John Wall and Flora Wall Emerson to Town & Country Home Products Inc. dated 3-9-1988

and intended to be recorded with Records 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 9 day of March 1988
IN WITNESS THEREOF C. J. Digiaci
Town & Country Home Products Inc.
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 9 day of March 1988

Walter J. Milto
Milto R. 30
By C. J. Digiaci
C. J. Digiaci

ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF Ill COUNTY OF Cook SS 3-9 1988
Then personally appeared the above named C. J. Digiaci and acknowledged the foregoing assignment to be his (her) free act and deed
Before me, Maurice P. 1010 My commission expires 10-14 1988
Notary Public

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF Ill COUNTY OF Cook SS 3-9 1988
Then personally appeared the above named C. J. Digiaci the SECRETARY of Town & Country Home Products Inc. 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, Maurice P. 1010 My commission expires 10-14 1988
Notary Public

ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF Ill COUNTY OF Cook SS 3-9 1988
Then personally appeared the above named C. J. Digiaci a General Partner of Town & Country Home Products Inc. and acknowledged the foregoing assignment to be his free act and deed and the free act and deed of said partnership
Before me, Maurice P. 1010 My commission expires 10-14 1988
Notary Public

REAL ESTATE MORTGAGE
STATUTORY FORM

John Wall and
Flora Wall Emerson

Town & Country Home
ASSIGNMENT OF MORTGAGE

When recorded map to
The Dartmouth Plan
1301 Franklin Ave
Garden City, NY

88173585

17.07

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Lots 401 and 402 in Madison Street Addition, a subdivision of part of Section 10, township 39 N., Range 12 East of the Third Principal Meridian in Cook county Ill.

Property of Cook County Clerk's Office

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