

ILLINOIS REAL ESTATE MORTGAGE

UNOFFICIAL COPY

Record State - Index NO 14-20-510-203 802488182733

THIS INDENTURE WITNESSETH, THAT JAMES L. WHITE & HIZZIE WHITE

5728 W. 64th Pl. City of Chicago State of Illinois, Mortgagor(s)
MORTGAGE and WARRANT to FREEMAN & SONS INC.

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 \$ 40,561.20 being payable in 180 consecutive monthly installments of 225.34 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 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 20th day of FEBRUARY, AD 19 88

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. James L. White (SEAL) Hizzie White (SEAL) Henry J. Jurkiewicz (SEAL) Notary Public

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 5728 W 64th Pl
COUNTY OF ILLINOIS } ss Chicago IL

MARY ANN FREEMAN, a Notary Public for and in said County, do hereby certify that HENRY J. JURKIEWICZ, the subscribing witness to the foregoing instrument, personally known to me, who, being by me duly sworn, did depose that he/she resides at 6602 South Pulaski that he/she knows said James L. White & Hizzie White 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/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 20th day of FEBRUARY, 1988
My commission expires 5-6-1989 Mary Ann Freeman (NOTARY PUBLIC)

STATE OF ILLINOIS }
COUNTY OF } ss
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 Thomas Freeman Address 6602 S. Pulaski Chicago, Illinois 60629

88182733 DOCUMENT NUMBER

88182733

UNOFFICIAL COPY

ASSIGNMENT OF MORTGAGE

For consideration paid 88182733 FREEMAN & SONS INC holder of the within
 mortgage, from JAMES L White Lizzie White
 to FREEMAN & SONS INC dated 2-20-84

and intended to be recorded with THE DARTMOUTH PLAN THE RECORDER'S 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) (Corporate Signature)

WITNESS my (our) hand(s) and seal(s) this _____ day of _____ 1984

IN WITNESS THEREOF, Thomas Freeman, Pres
Freeman & Sons
 (Contractor)

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 20th day of FEB 1984

Mary Ann Freeman
 Notary Public

By Thomas Freeman
 Duty Affirmed (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 _____ 1984
 Then personally appeared the above named Thomas Freeman the President
 of Freeman & Sons 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 Mary Ann Freeman My commission expires 5-6-1989 19____
 Notary Public

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

88182733

REAL ESTATE MORTGAGE STATUTORY FORM

JAMES L White
Lizzie White

FREEMAN & SONS INC

ASSIGNMENT OF MORTGAGE

FREEMAN & SONS INC

do
THE DARTMOUTH PLAN, INC



When recorded mail to
ROSE ANN CHALMERS
THE DARTMOUTH PLAN, INC.
1301 FRANKLIN AVENUE
GARDEN CITY, N.Y. 11530

Space below for Recorder's use only

UNOFFICIAL COPY

88182733

Lots 22 & 23 in Block 3 in 2nd Addition to Clearing, a Subdivision of the W 1/2 of the NE 1/4 of the NE 1/4 of Section 20, Township 38 N., Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
SAID PREMISES ARE KNOWN AS AND BY: 5728 West 64th Place, Chicago, Illinois
REAL ESTATE INDEX NO: 19-20-210-023&024

Property of Cook County Clerk's Office

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88182733

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Property of Cook County Clerk's Office

ROSE ANN CHALMERS

THE DARTMOUTH PLAN, INC.
136 FRANKLIN AVENUE
GARDEN CITY, N.Y. 11530

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