

REAL ESTATE MORTGAGE

UNOFFICIAL COPY

(Please print or type all names and addresses)

(This space for Recorder's use only)

88226346

THIS INSTRUMENT WITNESSETH, THAT

SALVADOR & CAROLINA ROBIAN - CAROLINA PELAYO
Ramon Pelayo

3614 W. McHEAN
(Buyer's Address)
MORTGAGEE (and WARRANT TO)

City of Chicago, State of Illinois, Mortgagee(s)

FIRST FAMILY BUILDERS INC.

5875 N. LINCOLN
(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 \$ 13,509.88 being payable in 84

consecutive monthly installments of 160.82 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 the 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 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 19 day of APRIL 19 88. Ramon Pelayo

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

Subscribing Witness (SEAL)

Mortgagee Salvador Cobian (SEAL)
Mortgagee Carolina Pelayo (SEAL)
Mortgagee Carolina Cobian (SEAL)

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 }
I, Scott Projansky }
Notary Public, State of Illinois }
that the undersigned witness to the foregoing instrument, }
personally known to me, who being by me duly sworn, did depose that he/she resides at 3614 W. McHEAN }
that he/she knows said SALVADOR & CAROLINA ROBIAN & CAROLINA PELAYO 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.

This Mortgage was signed at 3614 W. McHEAN }
Chicago, ILL. }
a Notary Public for and in said County, do hereby certify }
the subscribing witness to the foregoing instrument, }
personally known to me, who being by me duly sworn, did depose that he/she resides at 3614 W. McHEAN }
that he/she knows said SALVADOR & CAROLINA ROBIAN & CAROLINA PELAYO 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 19 day of APRIL 19 88.

My commission expires 3/15/92
" OFFICIAL SEAL "
SCOTT PROJANSKY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/15/92

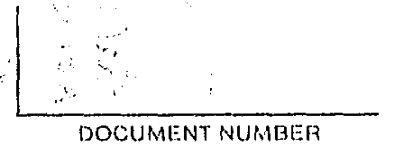
Scott Projansky (NOTARY PUBLIC)
SCOTT PROJANSKY

I, 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 Scott Projansky
Address 5875 N. LINCOLN
Chicago, IL



DOCUMENT NUMBER

UNOFFICIAL COPY

For consideration of the within assignment of mortgage, from SALVADOR & CAROLINA COBIAN & CAROLINA PELAYO, Romona Pelayo holder of the within mortgage, to FIRST FAMILY BUILDERS INC. dated 4-19-88

and intended to be recorded with RECORDING OFFICE OF ROCK COUNTY, ILLINOIS 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) SCOTT PROJANSKY (Corporate Signature)
 WITNESS my (our) hand(s) and seal(s) this 19 day of APRIL 19 88
 IN WITNESS THEREOF Scott Projansky
FIRST FAMILY BUILDERS INC.
 has caused its corporate seal to be affixed hereto and those presents to be signed on its behalf by its President or a Vice-President or its Treasurer or an Assistant Treasurer duly authorized this 19 day of APRIL 19 88
Scott Projansky Secretary By Donald Projansky - President

ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF ILLINOIS COUNTY OF ROCK 19 88
 Then personally appeared the above named _____ and acknowledged the foregoing assignment to be his (her) free act and deed.
 Before me, _____ Notary Public My commission expires _____ 19 _____

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF ILLINOIS COUNTY OF ROCK 19 APRIL 19 88
 Then personally appeared the above named Donald Projansky the PRESIDENT of FIRST FAMILY BUILDERS INC. 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, Scott Projansky Notary Public MY COMMISSION EXPIRES 3/15/92

ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF ILLINOIS COUNTY OF ROCK 19 _____
 Then personally appeared the above named _____ a General Partner of _____ a partnership, and acknowledged the foregoing assignment to be the free act and deed and the free act and deed of said partnership.
 Before me, _____ Notary Public My commission expires _____ 19 _____

88226346

REAL ESTATE MORTGAGE STATUTORY FORM

Salvador Cobian, Carolina Cobian, Romona Pelayo

First Family Bldg. Inc.

ASSIGNMENT OF MORTGAGE

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

Space below for Recorder's use only

UNOFFICIAL COPY

3 0 2 1 6 3 4 6

Lot 42 in Block 8 in Jackson's subdivision of Block 7 and 8 in Hameltens subdivis
of the East half of the northwest quarter of section 35, township 40 North,
Range 13 East of the Third Principal Meridian in cook county Il.

Property of Cook County Clerk's Office

88226346

MAY-26-88

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13.00

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Property of Cook County Clerk's Office

01/03/2011

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