

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

UNOFFICIAL COPY 88261074

Real Estate Index # 041

24-11-102

(This space for Recorder's use only)

THIS INSTRUMENT WITNESSETH, THAT Gerald McCready, Nancy McCready

9512 Avers S. City of Evergreen Park Ill. State of Illinois, Mortgagee(s)

Mortgage and WARRANT to Thermo Shield Co. (Contractor)

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 \$ 11,043.40 being payable in 60

consecutive monthly installments of 184.89 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 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(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 8th day of April, 1988, A.D. 1988

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. Gerald M. McCready (SEAL)

Nancy K. McCready (SEAL) Subscribing Witness

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 } *This Mortgage was signed at 9512 Avers COUNTY OF COOK } ss. Evergreen Park Illinois

I, PAUL KRON, a Notary Public for and in said County, do hereby certify that DAN LIHENFELD, the subscribing witness to the foregoing instrument,

personally known to me, who, being by me duly sworn, did depose that he/she resides at 6855 Sheridan Chicago IL

that he/she knows said Gerald, Nancy McCready to be the individual(s) described in, and who executed, the foregoing instrument as his/her 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 9th day of April, 1988

My commission expires Dec. 19, 1988 (NOTARY PUBLIC) Paul Kron

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

that (his/her spouse), and 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 (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY Name DAN LIHENFELD Address 600 N. LINCOLN Chicago Ill.

88261074 DOCUMENT NUMBER

88261074

ASSIGNMENT OF MORTGAGE
UNOFFICIAL COPY

For consideration paid, _____ holder of the within mortgage, from Gerald & Nancy McCreedy (Contractor)
to THERMO-SHIELD Co (Buyer) dated 4-8-88

and intended to be recorded with Recorder's Office (Reg. of Titles) of Cook County IL 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 _____, 19____ IN WITNESS THEREOF, THERMO-SHIELD Co
JOEL KRON (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 18th day of May, 1988
By Joel Kron (Duly Authorized 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 ILL COUNTY OF Cook SS _____ 1988
Then personally appeared the above named JOEL KRON the VICE-PRES of THERMO-SHIELD 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, Joel Kron My commission expires By Commission Expires Dec. 19, 1988 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

88261074

50 REAL ESTATE MORTGAGE STATUTORY FORM 88

McCreedy, Gerald & Nancy, Inc. TO
THERMO-SHIELD Corp.
ASSIGNMENT OF MORTGAGE
THERMO-SHIELD Corp.
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

88261074

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO WIT:

LOT 37 (EXCEPT THE SOUTH 20 FEET THEREOF) AND ALL OF LOT 38 IN BLOCK 2 IN A.G. BRIGG'S AND COMPANY'S CRAWFORD GARDENS SUBDIVISION OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PREMISES KNOWN AS AND BY: 9512 AVERS S. EVERGREENPARK IL 60642.

REAL ESTATE INDEX NUMBER #24-11-102-041.

Property of Cook County Clerk's Office

13.00

REC - A - 88261074

28013

JUN-15-88

88261074

JUN 15 1988

88261074



882610

13/E

UNOFFICIAL COPY

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

Property of Cook County Clerk's Office

17/00



200-1111111

200-1111111