

ILLINOIS REAL ESTATE MORTGAGE

UNOFFICIAL COPY

Number: 03-10-104-011 88266810

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH THAT

Richard D. Douglas, Marion L. Douglas, 161 W. Norman Ln., City of Wheeling, State of Illinois, Mortgagee(s)

MORTGAGE and WARRANT to Taper, Inc. 5097 N. Elston Ave. Chgo. IL 60630 Mortgagee (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 \$ 14,774.76 being payable in 84

consecutive monthly installments of 175.89 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 Mortgagee(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 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(S) TO MAINTAIN Flood 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 15th day of April, 1988 (SEAL) 88266810

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. Richard D. Douglas (SEAL) Mortgagee

Subscribing Witness (SEAL) Marion L. Douglas (SEAL) Mortgagee

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 ss. COUNTY OF Cook } in a Notary Public for and in said County, do hereby certify that 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/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.

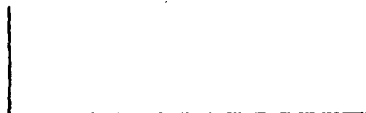
Given under my hand and notarial seal this 19 day of April, 1988 My commission expires 19 (NOTARY PUBLIC)

STATE OF ILLINOIS } ss. COUNTY OF Cook } Chester Pietrasiewicz, a Notary Public for and in said County, do hereby certify that Richard D. Douglas and Marion L. Douglas (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 21st day of April, 1988

My commission expires (NOTARY PUBLIC) Chester Pietrasiewicz

THIS INSTRUMENT WAS PREPARED BY Name: Margie Souche Address: 5097 N. Elston Ave. Chgo. IL



DOCUMENT NUMBER

UNOFFICIAL COPY

ASSIGNMENT OF MORTGAGE

For consideration paid to Tapco, Inc. 5097 N. Elston Ave. Chicago, Ill. holder of the within mortgage from Richard D. Douglas and Marion L. Douglas to Tapco, Inc. 5097 N. Elston Ave. Chicago, Ill. dated 4-15-83

and intended to be recorded with 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)

(Corporate Signature)

WITNESS my (our) hand(s) and seal(s) this _____ day of _____ 19__

IN WITNESS THEREOF, Tapco, 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 23 day of April 1983

Contractor (Individual or Partnership)
[Signature]
Notary (Corporate Duty)

By [Signature]
Notary (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

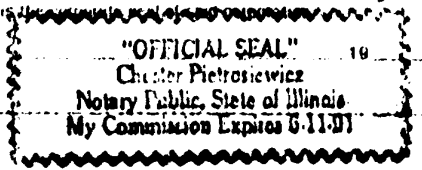
Before me, _____ My commission expires _____ 19__
Notary Public

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF Illinois COUNTY OF Cook SS _____ June 25, 1983

Then personally appeared the above named John [Signature] of Tapco, 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 seal of said corporation

Before me, Charles [Signature] My commission expires _____ 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

88266810

REAL ESTATE MORTGAGE STATUTORY FORM
Richard D. Douglas & Marion L. Douglas
ASSIGNMENT OF MORTGAGE
Tapco, Inc.
TO
The Dartmouth Plan, Inc.

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

Space below for Recorder's use only

88266810
JUN 25 1983

1300/E

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0 3 2 5 6 3 1 1

LOT 9 IN BLOCK 10 IN DUNHURST SUBDIVISION UNIT NO. 4 PART OF THE EAST HALF OF THE NORTH WEST QUARTER OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO PART OF THE SOUTH WEST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED APRIL 24, 1956 AS DOCUMENT 16559719 IN COOK COUNTY, ILLINOIS. REAL ESTATE INDEX NUMBER: 03-10-104-011 SAID PREMISES ARE KNOWN AS AND BY: 161 W. NORMAN LN., WHEELING, IL 60090

Property of Cook County Clerk's Office

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