

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

UNOFFICIAL COPY 88282110

20-25-200-003 (This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT Chicago Title & Trust Company as Trustee, U/T/A dated 1-8-87, Trust # Y089475 Chester Batey 7117 S Paxton (Buyer's Address) MORTGAGE and WARRANTY to Windy City Exteriors, Inc. City of Chicago State of Illinois, 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 \$ 11347.20 being payable in 120

consecutive monthly installments of 94.56 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 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 13 day of April A.D. 1988

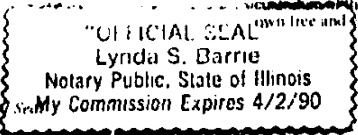
MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. Mortgagor (SEAL)

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused this instrument to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY, AS Trustee, not personally, By: [Signature] ASSISTANT VICE-PRESIDENT Attest: [Signature] ASSISTANT SECRETARY

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as such Assistant Secretary, caused the corporate seal of said Company, to be affixed to said instrument, and as said Assistant Secretary's own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.



Given under my hand and Notarial Seal this 13 day of April 1988 Lynda S. Barrie Notary Public

COUNTY OF Cook, I, [Signature], a Notary Public for and in said County, do hereby certify that [Signature] and [Signature] (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 13 day of April 1988 My commission expires 4/2/90 (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY

Name Tillie Cohen Address 4520 W. Lawrence Ave.

88282110 DOCUMENT NUMBER

UNOFFICIAL COPY

ASSIGNMENT OF MORTGAGE

For consideration paid, Windy City Exteriors, Inc. (Contractor), holder of the within mortgage, from Chicago Title & Trust Co as Trustee (Buyer) to Windy City Exteriors, Inc. (Contractor) dated 4-13-88

and intended to be recorded with Cook County Recorders Office 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, Jeffrey Schwartz Windy City Exteriors, Inc. (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 25 day of May, 1988.

By Jeffrey Schwartz (Duly Authorized (Name, Title and Title))
ACKNOWLEDGEMENT BY INDIVIDUAL

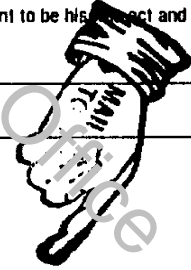
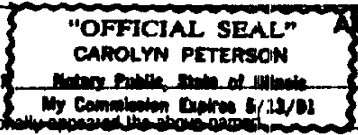
THE STATE OF _____, COUNTY OF _____, SS. _____, 19____.
Then personally appeared the above named _____ and acknowledged the foregoing assignment to be his (her) free act and deed.
Before me, _____ Notary Public My commission expires _____, 19____.

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF Illinois, COUNTY OF Cook, SS. _____, May 25, 1988.
Then personally appeared the above named _____, the President of Windy City Exteriors, 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, Carolyn Peterson Notary Public My commission expires 5/13, 1991.

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 act and deed and the free act and deed of said partnership.
Before me, _____ Notary Public My commission expires _____, 19____.



88282110

REAL ESTATE MORTGAGE STATUTORY FORM
TO
Windy City Exteriors Inc.
ASSIGNMENT OF MORTGAGE

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

Space below for Recorder's use only

UNOFFICIAL COPY

© 1977 by the State of Illinois

DOCUMENT NUMBER

88282110

Name: *Willie Cohen*
Address: *4520 W. Lawrence St. Chicago, Ill. 60641*

THIS INSTRUMENT WAS PREPARED BY

(NOTARY PUBLIC)

My commission expires _____ 19__

Given under my hand and notarial seal this _____ day of _____, 19__

that _____ and _____ personally known to me to be the same person(s) who 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/hers/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

and _____ (his/her spouse), a Notary Public for and in said County, do hereby certify

STATE OF ILLINOIS

COUNTY OF _____

ss

My commission expires _____ 19__

Given under my hand and notarial seal this _____ day of _____, 19__

that _____ and _____ personally known to me, who, being by me duly sworn, did depose that he/she resides at _____, the undersigned witness to the foregoing instrument, and who executed the foregoing instrument as his/hers/their free and voluntary act, for the uses and purposes therein set forth, that he/she subscribed her/his/their name as witness therein.

NOTE: This document is a mortgage which gives you, 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 _____

ss

This Mortgage was signed at _____

Subscribing Witnesses (SEAL)

(SEAL)

Chicago Title & Trust Co.

Mortgagee

Buyer's Address (Borrower) 7117 S. Paxton
MORTGAGE AND WARRANT TO _____
City of Chicago, Illinois, Mortgagee(s) Windy City Exteriors, Inc.

dated 1-8-87, Trust # 8089475, Chicago Title & Trust Company as Trustee, U/I/A
THIS INSTRUMENT WITNESSETH THAT Chicago Title & Trust Company as Trustee, U/I/A
dated 1-8-87, Trust # 8089475, Chicago Title & Trust Company as Trustee, U/I/A

(This space for Recorder's use only)

88282110

REAL ESTATE MORTGAGE

ILLINOIS

(Please print or type all names and addresses)

Real Estate Index
20-25-000-003

Property of Cook County Clerk's Office

UNOFFICIAL COPY

68282116

REAL ESTATE MORTGAGE STATUTORY FORM

to Chester M. Bailey Jr.

ASSIGNMENT OF MORTGAGE

Windy City Stationers Inc.

When recorded mail file
1301 Franklin Ave
Garden City, NY

Space below for Recorder's use only



Before me, Notary Public
My commission expires 19__
and deed of said partnership
Then personally appeared the above named
THE STATE OF Illinois
My Commission Expires 5/18/81
"OFFICIAL SEAL" CAROLYN PETERSON
ACKNOWLEDGEMENT BY PARTNERSHIP
19__

Before me, Notary Public
My commission expires 19__
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
Then personally appeared the above named
THE STATE OF Illinois
COUNTRY OF Cook
SS May 25 1988
ACKNOWLEDGEMENT BY CORPORATION

Before me, Notary Public
My commission expires 19__
Then personally appeared the above named
THE STATE OF Illinois
COUNTRY OF Cook
SS
and acknowledged the foregoing

ACKNOWLEDGEMENT BY INDIVIDUAL
By Jeffrey Schwartz
19__

WITNESS my (our) hand(s) and seal(s) this
IN WITNESS THEREOF, Jeffrey Schwartz
(Corporate Signature)
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 its Assistant Treasurer duly authorized

For consideration paid, Windy City Stationers, Inc.
Chicago Title & Trust Co as Trustee
to Windy City Stationers, Inc.
and intended to be recorded with
immediately prior hereto does hereby assign said mortgage and claim secured thereby to THE DARTMOUTH PLAN, INC., 1301 Franklin Avenue, Garden City, NY, 11530.
dated 4-13-88
ASSIGNMENT OF MORTGAGE

UNOFFICIAL COPY

Lot 21 in block 2 in Columbin Addition to S shore a subdivision of the W $\frac{1}{2}$ of blocks 1 and 4 in Stave and Klemms subdivision of the NW $\frac{1}{4}$ of section 25, township 38 N., Range 14 East of the Third principal Meridian in cook county Il.

Property of Cook County Clerk's Office

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\$13.00/E