

ILLINOIS REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

UNOFFICIAL COPY

REAL ESTATE INDEX # 88315259 1584-411-008 TO 008

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH THAT PAUL H. ERICSON and RUTH E. ERICSON

3617 PRAIRIE AVE. City of BROOKFIELD State of Illinois, Mortgagor(s)

MORTGAGE and WARRANT to New WORLD WINDOWS, INC. (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 \$ 4800.00 being payable in 60

consecutive monthly installments of 80.00 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, heretofore and hereafter, and by virtue of the Home Lead 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 or other liens and interests 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 the 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 of 1973.

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, the balance shall be paid the sums provided for in said Retail Installment Contract, whether due and payable by the terms thereof or not.

DATED this 28 day of MAY AD 1988

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

Ruth E. Ericson Mortgagor (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 } This Mortgage was signed at 3617 PRAIRIE AVE COUNTY OF COOK } ss BROOKFIELD a Notary Public for and in said County, do hereby certify that CAROLYN PETERSON that TOM MORETTI the subscribing witness to the foregoing instrument, personally known to me, who, being by me duly sworn, did depose that he/she resides at 2931 N 76th AV ELWOOD PK that he/she knows said PAUL H ERICSON and RUTH E. ERICSON 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/hor/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 5-13 day of 1991 Carolyn Peterson (NOTARY PUBLIC)

STATE OF ILLINOIS } ss "OFFICIAL SEAL" CAROLYN PETERSON Notary Public, State of Illinois My Commission Expires 5/13/91 a Notary Public for 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 Tillie Cohen Address 4520 W LAWRENCE

6-87 (c) 10/16/88

DOCUMENT NUMBER

1/00

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ASSIGNMENT OF MORTGAGE

For consideration paid, New World Windows, Inc. (Contractor) holder of the within mortgage, from PAUL H. ERICSON and Ruth E. ERICSON (Buyer) to New World Windows, Inc. (Contractor) dated 5-28-88

and intended to be recorded with Cook County Recorder's Office immediately prior here to; does hereby assign said mortgage and claim secured thereby to THE DARTMOUTH PLAN, INC., 1301 Franklin Avenue, Garden City, N.Y. 11530.

WITNESS my (our) hand(s) and seal(s) this _____ day of _____, 19____ IN WITNESS THEREOF, Jeffrey Schwartz (Contractor Signature) New World Windows, 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 10 day of JUNE, 1988

By Jff (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, JUL-18-88 34151 88315259 - A - Rec 13.00 My commission expires _____ 19____ Notary Public

ACKNOWLEDGEMENT BY CORPORATION

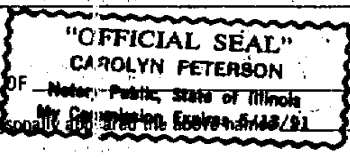
THE STATE OF Illinois COUNTY OF COOK SS. _____ 1988 Then personally appeared the above named JEFFREY SCHWARTZ the PRESIDENT

of NEW WORLD WINDOWS, 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 My commission expires 5-13 1991 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



REAL ESTATE MORTGAGE STATUTORY FORM

PAUL H. ERICSON
RUTH E. ERICSON

WINDY CITY EXTERIOS
ASSIGNMENT OF MORTGAGE
WINDY CITY EXTERIOS

The Dartmouth Plan



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

Space below for Recorder's use only

88315259

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1301 E

JUL 6 1988

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8 8 3 1 5 2 5 9

LOTS 39 , 40 AND 41 IN BLOCK 15 IN GROSEDALE A SUBDIVISION IN THE 3.8. 4 .
SECTION 34 TOWNSHIP 39, NORTH RANGE 12 EAST OF THE 3RD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINIOS,
REAL ESTATE INDEX # 15-34-414-006 TO 008
PREMISES KNOWN AS AND BY:
3617 PRAIRIE AVENUE

Property of Cook County Clerk's Office

88315259

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Recorder Returns to:

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

ROSE ANN CHALMERS

Property of Cook County Clerk's Office

6/25/74 15:30