

ILLINOIS  
REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

UNOFFICIAL COPY

88395127

20-36-214-630

(Leave space for Recorder's use only)

THIS INDEMNITY WITNESSETH THAT

(Buyer's Address)  
MORTGAGEE AND MORTGAGOR

City of Chicago  
Contractor

State of Illinois, Mortgagors).

To secure payment of that certain Retail Installment Contract (Home Improvement) executed by the MORTGAGORS bearing even date herewith payable to the MORTGAGEE (above named) in the total amount of \$ 16,875.00, being payable in 120

consecutive monthly installments of \$ 140.00 each, 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 delinquent and/or accrued charges, due at the rate of interest set forth in the above named Retail Installment Contract.

together with all present improvements, thereabouts, issues and profits thereof situated in the County of Cook, in the State of Illinois, hereby continuing in full, all rights under and by virtue of the Homestead Improvement Law of the State of Illinois, and agreed to retain, in addition to said principal after any default in payment or breach of any of the covenants or agreements herein contained, ALL TAXES AND LIENS AND AMOUNTS OVERRIDDEN WHETHER WHEN DUE OR NOT, shall keep the said property so maintained to their full insurable value for the benefit of Mortgagor, shall pay all installments of prior mortgages, other liens, taxes and assessments, and other expenses which due, and shall keep said premises in good repair. In the event of the failure of Mortgagor to comply with any of the above covenants, Mortgagor, in addition to its other rights and remedies, authorized, but is not obligated, to, attorney in fact, for the amount paid therfor, together with interest thereon at the rate of six percentum, shall be due on demand and shall be liable to the holder of the mortgage, if need be, for the amount paid therfor, if default be made in the payment of the said Retail Installment Contract, or any part thereof, or if there be a default in the payment of taxes or assessments, or paid 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 Mortgagor, become due, attorney in fact may then immediately due and payable, and the mortgage may be immediately foreclosed to pay the same, and it may be sold at auction or otherwise, in conformity thereto, to be entered and upon the premium hereby granted, or any part thereof, and to receive and collect all rents, issues and profits thereof.

The MORTGAGORS HEREBY MAINTAIN AND CONTINUE Coverage or other physical damage insurance for the benefit of the Mortgagor, and third parties, as required under the Homeowner 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 advertising, selling and advertising, and premises, and reasonable attorneys' fees, to be included in the decree, and all moneys advanced for taxes, assessments, liens, costs and incurred, 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.

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

Mortgagor

(SEAL)

This Mortgage is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and Trust Company of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagor, and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided in by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO  
As Trustee as aforesaid and not personally.

By

Vice-President

ATTEST:

*Peter B. Johansen*

Assistant Secretary

STATE OF ILLINOIS,  
COUNTY OF COOK V\*

KAREN E. BURNS

DO HEREBY CERTIFY, that

J. MICHAEL WHELAN

a Notary Public, in and for said County, in the State aforesaid,  
Vice-President of the AMERICAN NATIONAL BANK

AND TRUST COMPANY of Chicago, and Peter B. Johansen Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 at the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument at his own free and voluntary act and at the free and voluntary act of the said Vice-President, for the uses and purposes therein set forth.

"OFFICIAL SEAL"  
GIVEN this 8th day of July, 1988.  
Karen E. Burns

Notary Public, State of Illinois  
Commission Expires 8/27/90

day of JULY 08 1988  
*Michael J. Whelan*

NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY

Name: *Michael J. Whelan*  
Address: *555 N. Dearborn St., Suite 1000, Chicago, IL 60610*  
Date: *7-8-88*

DOCUMENT NUMBER

# UNOFFICIAL COPY

## ASSIGNMENT OF MORTGAGE CHICAGO LUMBER CO.

For consideration paid,

mortgage from Alvita Platt

to CHICAGO LUMBER CO.

and intended to be recorded with Registers Office (Registers 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)

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

IN WITNESS THEREOF

(Corporate Signature)

Steve Edelson  
CHICAGO LUMBER CO.

has caused its corporate seal to be affixed hereunto 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 6 day of July, 1988

By Suzanne Reid Lee  
Notary Public in State of Illinois

### ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF ILLINOIS, COUNTY OF Cook, SS 19

Then personally appeared the above named Steve Edelson, and acknowledged the foregoing  
assignment to be his free act and deed

Before me, Steve Edelson, Notary Public  
My commission expires 11-17-1997

### ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF ILLINOIS, COUNTY OF Cook, SS 19

Then personally appeared the above named Steve Edelson, and acknowledged the foregoing  
assignment to be the free act and deed of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation

Before me, Steve Edelson, Notary Public, STATE OF ILLINOIS  
My commission expires 4/17/91

### ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF ILLINOIS, COUNTY OF Cook, SS 19

Then personally appeared the above named Steve Edelson, 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, Steve Edelson, Notary Public  
My commission expires AUG-30-88 43546 8837127-A-KC 19 13.00

REAL ESTATE MORTGAGE  
STATUTORY FORM

TO  
Alvita Platt

ASSIGNMENT OF MORTGAGE

Chicago Lumber Co

Chicago Lumber Co  
The Dartmouth Plan Inc.

When recorded and to

Share before the Recorder's use only

2/20/88  
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Lot 50 in the Resubdivision of Lots 18 to 33 in Block 1 in the South 1/3 of Lot 15,  
all of lots 16 to 46 in Block 2, lots 1 to 40 in Block 7 & lots 26 to 48 in Block  
8 in Richardson's Subdivision of the North East  $\frac{1}{4}$  of the North East  $\frac{1}{4}$  of Section  
36, Township 38 N., Range 14, East of the Third Principal Meridian, in Cook County,  
Illinois.

SAID PREMISES ARE KNOWN AS AND BY; 8044 SOUTH OGELSBY, CHICAGO, ILLINOIS.  
REAL ESTATE INDEX NO; 20-36-214-030

Property of Cook County Clerk's Office

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