

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

UNOFFICIAL COPY

89487258

Real Estate Index Number: 89-50-313-026 (This space for Recorder's use only)

THIS INSTRUMENT WITNESSETH THAT William L. Slate + Gloria L. Slate

11250 S. May City of CHICAGO State of Illinois, Mortgagor(s) MORTGAGE and WARRANT to Pacific Const Co, INC. 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 \$ 19717.20 being payable in 120

consecutive monthly installments of 164.31 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 Mortgagor(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 4th day of June, A.D. 19 89

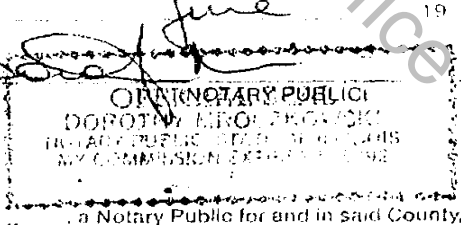
MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. X William L. Slate (SEAL) Mortgagor X Gloria L. Slate (SEAL) Mortgagor Subscribing Witness

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 11250 S. MAY COUNTY OF COOK } CHICAGO, IL 60643 I, DOROTHY MROCKOWSKI, a Notary Public for and in said County, do hereby certify that PAUL SLOAN, the subscribing witness to the foregoing instrument,

personally known to me, who, being, by me duly sworn, did depose that he/she resides at 5315 W. Devon that he/she knows said WILLIAM L. SLATE and GLORIA L. SLATE 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/they 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 5th day of June 19 89 My commission expires 5/5 1992



STATE OF ILLINOIS } that and (this/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 Pacific Construction (Dorothy Mroczkowski) 5315 W. Devon 792-1979 Address Chicago, IL 60646

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# UNOFFICIAL COPY

ASSIGNMENT OF MORTGAGE

For consideration paid, PACIFIC CONST. CO. INC. holder of the within mortgage, from William K. Slated Gloria L. Slated to PACIFIC CONST. CO. INC. dated 6-4-89

and intended to be recorded with RECORDERS OFFICE OF LOOK COUNTY, ILL. 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: PACIFIC CONST. CO. INC.  
JERRY MROCKOWSKI

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 25th day of July, 19 89

By Jerry Mroczkowski Duly Authorized Officer of Officer and Title

[Signature]  
Contractor (Individual or Partnership)  
Secretary (Corporate Only)

### 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.

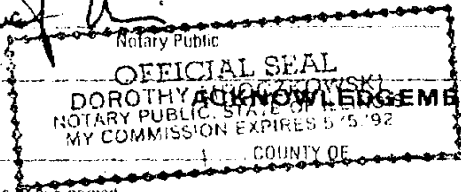
Before me, \_\_\_\_\_ Notary Public My commission expires \_\_\_\_\_ 19 \_\_\_\_\_

### ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF ILL COUNTY OF LOOK SS. \_\_\_\_\_ 19 89

Then personally appeared the above named JERRY MROCKOWSKI the PRES. of PACIFIC CONST. CO. 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, [Signature] Notary Public My commission expires 5/5 19 92



### 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, \_\_\_\_\_ Notary Public My commission expires \_\_\_\_\_ 19 \_\_\_\_\_



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REAL ESTATE MORTGAGE STATUTORY FORM  
TO  
William K. Slated Gloria L. Slated  
TO  
Pacific Const. Co., Inc.  
ASSIGNMENT OF MORTGAGE  
TO  
Pacific Const. Co., Inc.

When recorded mail to  
MORTGAGE RECORDING DEPARTMENT  
THE DARTMOUTH PLAN, INC.  
1301 FRANKLIN AVENUE  
GARDEN CITY, N.Y. 11530

01 RECORDING \$13.00  
TRAM 4321 10/13/89 15:07:00  
\* - 89 - 487258  
LOOK COUNTY RECORDER

Space below for Recorder's use only

# UNOFFICIAL COPY

8 9 4 8 7 2 5 8

LOT 11 IN BLOCK 9 IN JERNBERG'S RESUBDIVISION OF BLOCKS 3, 9 AND 10 OF ROOD AND WESTON'S ADDITION TO MORGAN PARK SAID ADDITION BEING IN THE NORTH 1/2 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. REAL ESTATE INDEX NUMBER: 25-20-213-028 SAID PREMISES ARE KNOWN AS AND BY: 11250 S. MAY, CHICAGO, IL 60643

Property of Cook County Clerk's Office

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