

ILLINOIS REAL ESTATE MORTGAGE

UNOFFICIAL COPY

20-29-129-051

(Please print or type all names and addresses)

(This space for Recorder's use only)

89157266

THIS INDENTURE WITNESSETH, THAT Yusuf Islam & Elizabeth Islam

1222 W. 74th St. City of Chicago State of Illinois, Mortgagor(s)

MORTGAGE and WARRANT to Hallmark Builders Inc. 6246 N. Pulaski Rd. Chicago, Ill. 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 \$ 5092.80 being payable in 84

consecutive monthly installments of 60.70 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 27 day of July, 1989 A.D.

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

Yusuf Islam Mortgagee (SEAL) 89157266

Subscribing Witness seal

Elizabeth Islam Mortgagee (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 COUNTY OF Cook ss. This Mortgage was signed at 1222 W. 74th St. Chicago, Ill.

I, [Name], a Notary Public for and in said County, do hereby certify that [Name] the subscribing witness to the foregoing instrument, personally known to me, who, being by me duly sworn, did depose that he/she resides at 1222 W. 74th St. that he/she knows said [Name] 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 27 day of July, 1989

My commission expires 19

DEPT. OF RECORDING 13.00 15555 TRAN 4321 10/13/89 15:09:00 47787 # E * -89-487266 COOK COUNTY RECORDER

STATE OF ILLINOIS COUNTY OF Cook ss.

I, DAN STAVINS, a Notary Public for and in said County, do hereby certify that Yusuf Islam and Elizabeth Islam (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 27 day of July, 1989

My commission expires 19

Notary Seal: Alan [Name] (NOTARY PUBLIC)

THIS INSTRUMENT OFFICIAL SEAL DAN STAVINS NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 1/31/92 CHICAGO Hallmark Builders Inc.

89157266 DOCUMENT NUMBER

UNOFFICIAL COPY

ASSIGNMENT OF MORTGAGE

For consideration paid Hallmark Builders Inc. holder of the within mortgage, from Yusuf Islam & Elizabeth Islam to Hallmark Builders Inc. dated 7-27-89

and intended to be recorded with Recorders Office (Registrar of Titles) Cook County 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 Hallmark Builders 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

Dan Blouin (Signature)
Notary Public

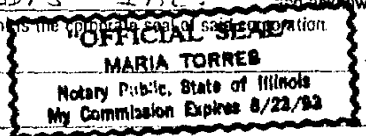
this 8th day of Aug., 19 89
By Dan Blouin (Pres.) (Signature)
Duly Authorized Agent of Officer and Title

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 _____ 19 89
Then personally appeared the above named DAN STAVINS the President of Hallmark Builders 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 Maria Torres 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

89487266

REAL ESTATE MORTGAGE STATUTORY FORM
TO
Yusuf Islam + Elizabeth Islam
Hallmark Builders Inc.
ASSIGNMENT OF MORTGAGE
Hallmark Builders, Inc.
TO
The Dartmouth Plan, Inc.



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

Space below for Recorder's use only

UNOFFICIAL COPY

8 9 4 8 7 2 6 6

The following described Real Estate situate in the County of Cook in the State of Illinois, to-wit: Lot 14 in Block 6 in Weddell and Cox's Hillside Subdivision in the North West quarter of Section 29, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.
Premises known as and by: 1222 W 74th St. Chicago IL 60636
Real Estate Index No: 20-29-129-051

Property of Cook County Clerk's Office

89487266