

ILLINOIS REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

Real Estate Index 9-16-84 89-020 89492880 (This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT Roosevelt Howard

3436 W. Monroe City of Chicago State of Illinois, Mortgagor(s)

MORTGAGE and WARRANT to Mid-City Lumber & Supply Co., Inc. 3525 W. Peterson-Chgo, Il. 60659 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 \$ 10,812.60 being payable in 60

consecutive monthly installments of \$180.21 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(S) 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; 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 12th day of July, 1989

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

X Subscribing Witness (SEAL) Mortgagor (Type or print names beneath signatures)

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 COUNTY OF Cook } ss.

Notary Public for and in said County, do hereby certify that the foregoing instrument is the true and correct copy of the original instrument, and that the same was subscribed and sworn to by the parties thereto, and that he/she, said subscribing witness, at the time subscribed his/her name as witness therein.

personally known to me, who, being by me duly sworn, did depose that he/she resides at

that he/she knows said 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 day of 19

My commission expires 19 (NOTARY PUBLIC)

STATE OF ILLINOIS } COUNTY OF Cook } ss.

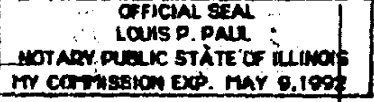
Louis P. Paul, a Notary Public for and in said County, do hereby certify

that Roosevelt Howard 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 12th day of July, 1989

My commission expires May 9, 1992 (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY Name Louis P. Paul Address 3525 W. Peterson-Chgo, Il. 60659



UNOFFICIAL COPY

ASSIGNMENT OF MORTGAGE

For consideration paid, Mid-City Lumber & Supply Co., Inc. holder of the within
 mortgage, from Roosevelt Howard
 to Mid-City Lumber & Supply Co., Inc. dated July 12, 1989

and intended to be recorded with Recorders Office of Cook 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) Inc.

WITNESS my (our) hand(s) and seal(s) this _____ day of _____, 1989.
 IN WITNESS THEREOF, Mid-City Lumber & Supply Co.
Louis P. Paul
 (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 19th day of July, 1989
 By X [Signature]
 Duty Authorized (Name of Officer and Title)

ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF _____ COUNTY OF _____ SS. _____, 1989

Then personally appeared the above named _____ and acknowledged the foregoing assignment to be his (her) free act and deed.

Before me, [Signature] Notary Public My commission expires _____

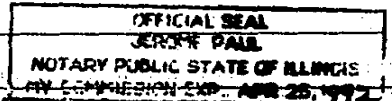


ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF Illinois COUNTY OF Cook SS. _____, July 19, 1989

Then personally appeared the above named Louis P. Paul, the President of Mid-City Lumber & Supply 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 _____



ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF _____ COUNTY OF _____ SS. _____, 1989

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 _____

RECORDING DEPARTMENT
 JUL 18 1989 08:00
 \$24.00
 89-492880
 COOK COUNTY RECORDER

89492880

REAL ESTATE MORTGAGE STATUTORY FORM
 Roosevelt Howard
 TO
 Mid-City Lumber & Supply Co., Inc.
 ASSIGNMENT OF MORTGAGE
 Mid-City Lumber & Supply Co., Inc.
 TO
 THE DARTMOUTH PLAN, INC.

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

Space below for Recorder's use only

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89492880

UNOFFICIAL COPY

8 9 4 9 2 8 8 0

LOT 36 AND THE WEST 5 FEET OF LOT 37 ALSO THE WEST 2 INCHES OF THE EAST 20 FEET OF LOT 37
IN BLOCK 1 IN CENTRAL PARK ADDITION BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE
NORTH EAST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
MERIDIAN, LYING NORTH OF BARRY POINT ROAD, IN COOK COUNTY, ILLINOIS. SAID PREMISES ARE
KNOWN AS AND BY: 3436 W. MONROE, CHICAGO, IL 60623 REAL ESTATE INDEX NUMBER: 16-14-201-020

Property of Cook County Clerk's Office

89492880

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08/20/09