

ILLINOIS

UNOFFICIAL COPY

REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

Real Estate Index Number: 419-28-40A-040

(This space for Recorder's use only)

89492884

THIS INDENTURE WITNESSETH, THAT

David Rios & Vrenly S. Rios

1420 N. Bell (Buyer's Address) MORTGAGE and WARRANT to

City of Chicago

State of Illinois, Mortgagor(s),

City Home Services

3101 N. Cicero, Chicago, IL 60641

(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 \$ 15,389.64 being payable in 84

consecutive monthly installments of 183.21 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 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; 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 18th day of July, AD 19 89

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

David Rios Mortgagor

89492884 (SEAL)

Vrenly S. Rios 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 COUNTY OF

This Mortgage was signed at 1420 N. Bell, Chicago, IL

I, a Notary Public for and in said County, do hereby certify that the subscribing witness to the foregoing instrument, personally known to me, who, being by me duly sworn, did depose that he/she resides at

that he/she knows said individual(s) 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 herein 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 18th day of July, 1989

My commission expires 19 (NOTARY PUBLIC)

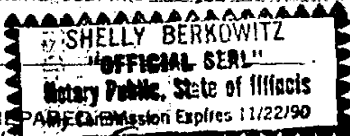
STATE OF ILLINOIS COUNTY OF Cook

Shelly Berkowitz, a Notary Public for and in said County, do hereby certify

that David Rios and Vrenly S. Rios (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 18th day of July, 1989

My commission expires (NOTARY PUBLIC) Shelly Berkowitz



THIS INSTRUMENT WAS PREPARED BY NAME City Home Services (Contractor)

Address 3101 N. Cicero Chicago, IL

DOCUMENT NUMBER

3/89

UNOFFICIAL COPY

ASSIGNMENT OF MORTGAGE

For consideration paid, CITY HOME SERVICES holder of the within
 mortgage, from DAVID RIOS AND VRENLY S. RIOS
 to CITY HOME SERVICES dated 7-18-89
 and intended to be recorded with RECORDERS OFFICE 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) (Corporate Signature)

WITNESS my (our) hand(s) and seal(s) this 31
 day of July 19 89
Art Zarnet
 Contractor (Individual or Partnership)
 Secretary (Corporate Only)

IN WITNESS THEREOF, _____

 has caused its corporate seal to be affixed hereto and these presents to be signed on its behalf by its President or its Treasurer or an Assistant Treasurer duly authorized
 this _____ day of _____, 19 _____
 By _____
 Duly Authorized (Name of Officer and Title)

ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF IL COUNTY OF COOK SS. _____ 19 89
 Then personally appeared the above named ARMUR ZARNET and acknowledged the foregoing assignment to be his (her) free act and deed.
 Before me, Art Zarnet My commission expires 3-29-90
 Notary Public

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF _____ COUNTY OF _____ SS. _____ 19 _____
 Then personally appeared the above named _____ the _____ of _____ 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, _____ My commission expires _____
 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 _____
 Notary Public

DEPT-01 RECORDING 113.00
 T#6888 10/18/89 09:07:00
 #5953 # C - 89-492884
 COOK COUNTY RECORDER

89492884

REAL ESTATE MORTGAGE STATUTORY FORM
David Rios & Vrenly S. Rios
 TO
City Home Services
 ASSIGNMENT OF MORTGAGE
City Home Services
 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



89492884

13

UNOFFICIAL COPY

8 9 4 9 2 8 8 4

LOT 16 IN HUBBARD'S SUBDIVISION OF BLOCK 7 IN WATSON TOWER AND DAVIS SUBDIVISION OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. REAL ESTATE INDEX NUMBER: 17-06-110-040 SAID PERMISES ARE KNOWN AS AND BY: 1420 N. BELL, CHICAGO, IL 60622

Property of Cook County Clerk's Office

89492884

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/18/2013