

ILLINOIS REAL ESTATE MORTGAGE

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(Please print or type all names and addresses)

(This space for Recorder's use only)

89492904

THIS INDENTURE WITNESSETH, THAT ROBERT SEMEY & KAREN SEMEY

1087 FLORIDA LN City of Elk Grove Village State of Illinois, Mortgagor(s)
MORTGAGEE AND WARRANT TO SUN SPACE DESIGN LIMITED
320 HOLBROOK DR Elk Grove Village (Contractor) Mortgagor

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 \$ 59824.80 being payable in 180

consecutive monthly installments of 332.36 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 Mortgagor, 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, Mortgagor, 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 Mortgagor, 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 Mortgagor, 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 Mortgagor, 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 29 day of APRIL AD. 1989

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

Notary signatures: Robert Semey, Karen Semey, Michael Greenberg (Notary Public)

NOTE: This document is a mortgage which gives you, your mortgagor and his assigns 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.

I, MICHAEL GREENBERG, 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 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/their execute the same, and that he/she, said subscribing witness, at the time subscribed his/her name as witness thereon.

Given under my hand and notarial seal this 29 day of APRIL 1989

My commission expires 12-1-92

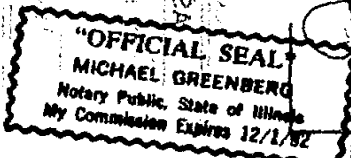
STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, MICHAEL GREENBERG, a Notary Public for and in said County, do hereby certify that ROBERT SEMEY and KAREN J. SEMEY (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 29th day of APRIL 1989

My commission expires 12-1-92



THIS INSTRUMENT WAS PREPARED BY

Name IDrees
Address 320 Holbrook Drive, J.L. 60090

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ASSIGNMENT OF MORTGAGE

For consideration of SUN SPACE DESIGN LIMITED (Contractor) holder of the within mortgage, from ROBERT SEMEY + KAREN J. SEMEY (Borrower) to SUN SPACE DESIGN LIMITED (Contractor) dated 4-29-89

and intended to be recorded with RECORDER'S OFFICE OF COOK COUNTY (REGISTRAR OF DEEDS) 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, MARC WEISS (Contractor) SUN SPACE DESIGN LIMITED

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 _____ day of July, 1989
By _____ (Duly Authorized Name 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. _____ 1989
Then personally appeared the above named MARC WEISS, the Vice President of SUN SPACE DESIGN LIMITED 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, _____ My commission expires _____ 1992
Notary Public, State of Illinois
My Commission Expires 12/6/91

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

DEPT. 91 RECORDING \$15.00
#8888 TR M 0845 10/18/89 09:14:00
#8973 89-492904
COOK COUNTY RECORDER

REAL ESTATE MORTGAGE STATUTORY FORM

Robert Semey + Karen J. Semey

SUN SPACE DESIGN LIMITED
ASSIGNMENT OF MORTGAGE
TO
THE DARTMOUTH PLAN, INC.

OFFICIAL SEAL
MICHAEL GREENBERG
Notary Public, State of Illinois
My Commission Expires 12/1/89

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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Property of Cook County Clerk's Office

The following described Real Estate, co-wit: Lot 41 Block 7 Winston Grove Section 22 South, being a subdivision in parts of sections 35 and 36, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois according to plat thereof recorded in the Recorder's Office of Cook County, Illinois MARCH 30, 1977 as Document No. 23865152 in Cook County, Ill. Premises known as and by: 1087 Florida Lane, Elk Groveville, IL 60007, Real Estate Index No: 07-56-316-003

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