

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

UNOFFICIAL COPY

Index Num Del: 20-15-303-030 (This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT Richard & Ruby Birden 89504592 City of CHICAGO State of Illinois, Mortgagor(s)

5285 PRAIRIE (Buyer's Address) MORTGAGE and WARRANT to Archway Const. Co Inc. 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 \$10,000.00 being payable in 84 consecutive monthly installments of 119.30 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 Mortgagee(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 21 day of June 1989 AD 1989 89504592

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. Richard Birden (SEAL) Mortgagor Ruby L. Birden (SEAL) Mortgagor (Type or print names beneath signatures)

X Glen Odia (SEAL) 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 Chicago, Illinois COUNTY OF Cook } ss that Hope Wolff, a Notary Public for and in said County, do hereby certify that Glen Odia, the subscribing witness to the foregoing instrument, personally known to me, who, being by me duly sworn, did depose that he/she resides at 5875 N. Lincoln Ave. Chicago, Illinois, that he/she knows said Richard & Ruby Birden 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 21 day of June 1989 My commission expires 5-2-90 Hope Wolff (NOTARY PUBLIC)

STATE OF ILLINOIS } ss DEPT-01 RECORDING \$13.00 COUNTY OF Cook } T#8888 TRAN 1996 10/24/89 14:53:00 I, Hope Wolff, a Notary Public in and for the County of Cook, State of Illinois, do hereby certify that Richard & Ruby Birden, 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 21 day of June 1989 My commission expires 5-2-90 Hope Wolff (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY Name: Archway Const. Co (Hope Wolff) Address: 5875 N. Lincoln Ave. Chicago, Ill. 60630 89504592 DOCUMENT NUMBER

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ASSIGNMENT OF MORTGAGE

For consideration paid Archway Construction Co Inc holder of the within
 mortgage from Richard Birden & Ruby C. Birden
 to Archway Construction dated 6/21/89

and intended to be recorded with Recorder 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 Scott Lieberman
Archway Construction
 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 Scott Lieberman
 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 _____ My commission expires _____ 19____
 Notary Public

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF Illinois COUNTY OF Cook SS _____ 19____

Then personally appeared the above named Scott Lieberman the President of Archway Const Co 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 Joseph Weiss My commission expires 5 2 1990
 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

REAL ESTATE MORTGAGE
 STATUTORY FORM

Richard Birden & Ruby C. Birden

TO

Archway Construction

ASSIGNMENT OF MORTGAGE

Archway Construction

THE DARTMOUTH PLAN, INC.

1301 FRANKLIN AVENUE

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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**Lct 17 in Block 1 in James Bolton's Subdivision of Lot 1 in
Wilson, Heald and Stebbings' Subdivision of the East half
of the Southwest quarter of Section 15, Township 38 North,
Range 14, East of the Third Principal Meridian in Cook
County, Illinois, commonly known as 5828 S. Prairie Avenue,
Chicago, Illinois,**

Property of Cook County Clerk's Office

89504592

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10/20/2024