

ILLINOIS REAL ESTATE MORTGAGE

UNOFFICIAL COPY

REC-153 15752 N 13 33-210-511

(Please print or type all names and addresses)

(This space for Recorder's use only)

89527845

THIS INDENTURE WITNESSETH THAT ELSA LEON VASQUEZ PEREZ & VERONICA LEON RIVERA

2229 N. LAWLER City of CHICAGO State of Illinois, Mortgagee(s)
(Buyer's Address) MORTGAGEE AND WARRANT TO SIDE-ALL AMERICA, INC. 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 \$ 5,406.00 being payable in 60

consecutive monthly installments of 90.10 each, commencing two (2) months 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 and 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 Mortgagee(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 monies 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 28 day of July AD 19 89

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

Michael J. Wehner (SEAL) Subscribing Witness

Elsa Leon Vasquez Perez (SEAL) Mortgagee

Veronica Leon Rivera (SEAL) Mortgagee

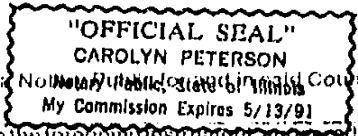
NOTE: This document is a mortgage which gives your contractor and its assignees a security interest in your property. The mortgage is taken as collateral for the performance of your obligations under your home improvement contract.

STATE OF ILLINOIS } This Mortgage was signed at 2229 N. Lawler
COUNTY OF Cook } ss.

I, Carolyn Peterson, a Notary Public for and in said County, do hereby certify that Michael Wehner, the subscribing witness to the foregoing instrument, personally known to me, who, being by me duly sworn, did depose that he/she resides at 5359 W. Irving Pk. Rd. that he/she knows said Elsa Leon Vasquez Perez & Veronica Leon Rivera 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 30 day of August 19 89
My commission expires 5-13 1991 Carolyn Peterson (NOTARY PUBLIC)

STATE OF ILLINOIS }
COUNTY OF } ss.



I, Carolyn Peterson, do hereby certify that 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/his/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 day of 19
My commission expires 19 (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY
Name Michael J. Wehner
Address 5359 W. Irving Pk. Rd.

DOCUMENT NUMBER

UNOFFICIAL COPY

ASSIGNMENT OF MORTGAGE

For consideration paid Side-All America, Inc. holder of the within
 mortgage, from Elsa Leon Vasquez Perez + Veronica Leon Rivera
 to Side-All America, Inc. dated 7-28-89

and intended to be recorded with Cook County Recorders Office
 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 WHEREOF Richard M Posch
Side-All America, 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
 this 30 day of August 19 89
 By [Signature]

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.

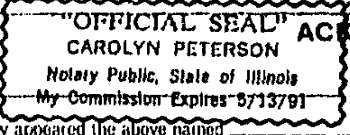
Before me, _____ Notary Public My commission expires _____ 19 _____

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF Illinois COUNTY OF Cook SS _____ 19 89

Then personally appeared the above named Richard M. Posch the President
 of Side-All America, 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, Carolyn Peterson Notary Public My commission expires 5-13 19 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, _____ Notary Public My commission expires _____ 19 13-00

DEPT. 31 - RECORDING
 T#5555 MAY 5176 11/06/89 14:07:00
 #7432 09-527865
 COOK COUNTY RECORDER

89527865

REAL ESTATE MORTGAGE STATUTORY FORM
Elsa Leon Vasquez Perez + Veronica Leon Rivera
 TO
Side-All America, Inc.
 ASSIGNMENT OF MORTGAGE
Side-All America, Inc.
 TO
The Dartmouth Plan, Inc.

1300

89527865

When recorded by
THE DARTMOUTH PLAN, INC.
 1301 FRANKLIN AVENUE
 GARDEN CITY, N.Y. 11530

MORTGAGE RECORDING DEPARTMENT

Space below recorder's use only



UNOFFICIAL COPY

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The following described Real Estate situated in the County of Cook in the State of Illinois, to-wit: Lot 26 and the South 5 feet 3 inches of Lot 27 in Block 5 in Chicago land investment company's subdivision in the Northeast $\frac{1}{4}$ of Section 33, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
Premises known as and by: 2229 N. Lawler, Chicago IL 60639
Real Estate Index No: 13-35-210-011

Property of Cook County Clerk's Office
89527865