

ILLINOIS REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

UNOFFICIAL COPY

File # 89-5-7-5-4 No. 13-21-2000-003

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH THAT

Dorothy M. Walter

89527884

4936 W. Byron
(Buyer's Address)
MORTGAGE and WARRANT to

City of Chicago
Side All America, Inc.

State of Illinois, Mortgagee(s).

Mortgagee

(Contractor)
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 \$ 18,772.00, being payable in 120

consecutive monthly installments of 153.96 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 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 should 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 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 27 day of July, AD 19 89

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

Dorothy M. Walter
Mortgagor

(SEAL)

Michael J. Neh
Subscribing Witness

(SEAL)

Mortgagor
(Type or print names beneath signatures)

(SEAL)

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 Cook

This Mortgage was signed at 4936 W. Byron

I, Carolyn Peterson
that Michael Wehner

a Notary Public for and in said County, do hereby certify the subscribing witness to the foregoing instrument,

personally known to me, who, being by me duly sworn, did depose that he/she resides at 7020 N. Sheridan

that he/she knows said Dorothy M. Walter 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 24 day of August, 19 89

My commission expires 5-13-1991 Carolyn Peterson
(NOTARY PUBLIC)

STATE OF ILLINOIS

COUNTY OF

ss.

"OFFICIAL SEAL"
CAROLYN PETERSON
Notary Public, State of Illinois
My Commission Expires 5/13/91

I, a Notary Public for and in said County, do hereby certify that and this/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 day of 19

My commission expires 19 (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY

Name Carolyn Peterson
Address 5359 W. Irving Pl. Rd.

8917
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DOCUMENT NUMBER

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For consideration paid Side-All America, Inc. (Contractor) holder of the within
mortgage from Dorothy M. Walter (Mortgagor)
to Side-All America, Inc. (Contractor) dated 7-27-89

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, NY 11530
(Individual and Partnership Signature) (Corporate Signature)

WITNESS my (our) hand(s) and seal(s) this _____ day of _____ 19 ____

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 24 day of August 19 89
By Richard M. Posch
Secretary (Corporate Seal)

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

"OFFICIAL SEAL" ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF Illinois COUNTY OF _____ SS _____ DEPT-01 RECORDING 19 13.00
Then personally appeared the above named _____ a partnership, and acknowledged the foregoing _____ deed and the free act and deed of said partnership
Before me, _____ Notary Public My commission expires _____ 19 ____

REAL ESTATE MORTGAGE
STATUTORY FORM

Dorothy M. Walter

TO

Side-All America, Inc.

ASSIGNMENT OF MORTGAGE

Side-All America, Inc.

TO

The Dartmouth Plan, Inc.

When recorded, file in
1301 FRANKLIN AVENUE
GARDEN CITY, N.Y. 11530
MORTGAGE RECORDING DEPARTMENT
Space below for Recorder's use only

UNOFFICIAL COPY

8 9 5 1 7 8 8 4

Illinois:

the following described property located in the County of COOK State of

**LOT 347 AND THE EAST 5 FEET OF LOT 346 IN GRAYLAND PARK
ADDITION TO CHICAGO BEING A SUBDIVISION OF THE NORTH HALF
OF THE NORTH EAST QUARTER OF SECTION 21, TOWNSHIP 40 NORTH,
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS, SUBJECT TO TAXES FOR 1974, 1975 AND SUB-
SEQUENT YEARS, COVENANTS, CONDITIONS AND RESTRICTIONS OF
RECORDS, PRIVATE AND PUBLIC UTILITY EASEMENTS AND ROADS
AND HIGHWAYS AND TO EXISTING LEASES AND TENANCIES.

Premises known as and by: 4936 W. Byron Chicago, IL 60641
Real Estate Index No. 13-21-206-003

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