

ILLINOIS  
REAL ESTATE MORTGAGE

UNOFFICIAL COPY

89560059

The paper or carbon copies of this instrument

are not to be used for recording.

THE INDENTURE WITNESSETH THAT

*Hermine & Maria C. Castillo*  
4928 w 25<sup>th</sup> st

(Buyer's Address)

MORE PAGE AND WARRANT TO

5875 N Lincoln Chicago IL 60659

State of Illinois - Metropolitan

Mortgagor

First Family Builders

(Contractor)

to secure payment of that certain Retail Installment Contract (Home Improvement) executed by the MORTGAGOR above, bearing even date herewith, payable to the MORTGAGEE above named in the total amount of \$ 5,279.04 being payable in 36

consecutive monthly installments of \$146.44 each commencing two months from the date of execution of this instrument, for the improvement, described in said Retail Installment Contract and on the understanding that payment of any amount due under said Retail Installment Contract, or any consolidation thereof, shall be paid to the First Family Builders, Inc., the party with whom the parties hereinabove have contracted, and the date of the instrument, to be paid to the First Family Builders, Inc., the party with whom the parties hereinabove have contracted.

This instrument is given on the understanding that it is a rent contract of profit, money having been advanced to the contractor by the First Family Builders, Inc., for the purpose of making a home improvement and conveying all rights, under and by virtue of the Home Improvement Contract, to the First Family Builders, Inc., as a right to collect payment of said profit, after any default in payment or breach of any of the covenants or agreements herein contained. AND FURTHER, PROVIDED AND AGREED, That the Mortgagor shall pay interest on the amount unpaid at the rate of 12% per annum, which shall be added to the principal amount due to them full measurable value for the amount unpaid, plus interest, plus reasonable legal expenses, and interest thereon, when due, and shall keep and promptly repair to the account of the First Family Builders, Inc., any damage to the property of the above covenants. Mortgagor, in addition to his other rights and remedies herein authorized, but not obligated, is entitled to the balance and the amount paid therefor, together with interest thereon at the rate of 12% per annum, shall be due on demand and shall be added to the principal amount due to the First Family Builders, Inc., for the payment of the last Retail Installment, so that he may have full interest, save in case of waste or non-payment of taxes, or any other taxes and premiums, or of a loss of any of the covenants or agreement herein contained, then in any such case the whole of the same set forth herein, shall thereupon, at the option of Mortgagor, become attorney for and become immediately due and payable, and the First Family Builders, Inc., may be immediately forced to pay the same and shall be lawfully entitled to sue for the recovery and to collect all rents, gains and profit, thereby granted, or any part thereof, and to recover and collect all rents, gains and profit, thereby.

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 advertising, selling, and conveying said premises, also reasonable attorneys' fees, to be included in the doc fee, 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 12 day of July 1989

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

*Stan Projansky*  
Subscribing Witness

(SEAL)

*Hermine Castillo*

(SEAL)

*Hermine Castillo*

(SEAL)

*Maria C. Castillo*

(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

I, SCOTT PROJANSKY  
that STAN PROJANSKY

personally known to me, who, being by me duly sworn, did depose that he/she resides at 4928 w 25<sup>th</sup> st,  
that he/she knows said HERMINE & MARIA C. CASTILLO 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 sub-  
scribed his/her name as witness therein.

Given under my hand and authority as Notary Public  
" OFFICIAL SEAL "  
SCOTT PROJANSKY  
My commission expires JUNE 1992

STATE OF ILLINOIS  
COUNTY OF

that  
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 19 day of

My commission expires 19

(NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY

Name *Stan Projansky*

Address 5875 N Lincoln

447  
e TDP Inc. 1989

1300

89560059

DOCUMENT NUMBER

# UNOFFICIAL COPY

ASSIGNMENT OF MORTGAGE

For record only - do not file

First Family Builders  
Hermilio + Maria C. Castillo  
First Family Builders

7-12-87

and intended to be recorded with the County Clerk's Office, and to be acknowledged before a Notary Public, and to be recorded in the office of the Recorder of Deeds of Cook County, Illinois.

(Individual and Partnership Signature)

WITNESS my true name and seal to this day of

July

*Hermilio Castillo*

*Maria C. Castillo*

(Corporate Signature)

IN WITNESS THEREOF First Family Builders  
Donald P. Rogansky

This instrument is executed under the laws of the State of Illinois and is acknowledged to be the free act and deed of the above named parties to the best of my knowledge and belief.

Day \_\_\_\_\_ 12 Month \_\_\_\_\_ July Year \_\_\_\_\_ 87

*Donald P. Rogansky*

## ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF

COUNTY OF

SS

Then personally appeared the above named and acknowledged the foregoing assignment to be his free act and deed

Before me,

Notary Public

My commission expires

19

and acknowledged the foregoing

THE STATE OF ILLINOIS

COUNTY OF COOK

SS

7-12

1987

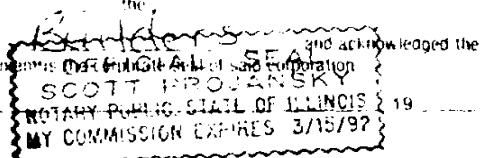
Then personally appeared the above named

President

foregoing assignment to be the free act and deed of said officer and said corporation and that the seal affixed to said instrument is that of First Family Builders Corporation

Before me, *Donald P. Rogansky*  
Notary Public

My commission expires



## ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF

COUNTY OF

SS

19

Then personally appeared the above named

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

REAL ESTATE MORTGAGE  
STATUTORY FORM

Hermilio Castillo + Maria C. Castillo

To

First Family Builders  
Hermilio + Maria C. Castillo

ASSIGNMENT OF MORTGAGE

First Family Builders

The First Franklin Plan, Inc.



When recorded mail to  
MORTGAGE RECORDING REQUIREMENT

THE FIRST FRANKLIN PLAN, INC.  
1301 FRANKLIN AVENUE  
GARDEN CITY, N.Y. 11530

Space below for Recorder's use only

49560019

# UNOFFICIAL COPY

The following described real estate situated in the County of Cook, and State of Illinois to wit:

Lot 33 and the West Half of Lot 32 in Block 1 in Householder's Addition to Morton Park, being a subdivision of the North Half of the Southeast Quarter of the Northeast Quarter of Section 28, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

Premises are known as: 4928 W. 25th ST. Cicero, IL.  
Real Estate Index # 16-28-221--026

Property of Cook County Clerk's Office

89560059