

XDP

ILLINOIS

0000015

REAL ESTATE MORTGAGE

UNOFFICIAL COPY

20-26115-021

(Please print or type all names and addresses)

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT CECELIA N. McSWINE ROLLINS, ISAAC BAILEY, LILLIE McSWINE, LILLIE BAILEY

7340 S. MARYLAND City of CHICAGO State of Illinois, Mortgagor(s).

MORTGAGE and WARRANT to AMERICAN REMODELING & HOME IMPROVEMENT CORP.

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 \$ 32,079.60 being payable in 180

consecutive monthly installments of 178.22 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 Mortgagor(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 26th day of JUNE A.D. 19 89

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

Cecilia N. McSwine Rollins (SEAL) Mortgagee  
Lillie McSwine Mortgagee  
Isaac Bailey Mortgagee  
Lillie Bailey Mortgagee  
J. Nichols (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 7340 S. MARYLAND  
COUNTY OF COOK } ss. CHICAGO, IL

I, DIANA RIVERA a Notary Public for and in said County, do hereby certify that J. NICHOLS the subscribing witness to the foregoing instrument

personally known to me, who, being by me duly sworn, did depose that he/she resides at 12303 INDIANAPOLIS BLVD

that he/she knows said CECELIA N. McSWINE, ISAAC BAILEY, LILLIE McSWINE, LILLIE BAILEY 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/their 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 26th day of JUNE, 19 89

My commission expires \_\_\_\_\_, 19 \_\_\_\_\_

OFFICIAL SEAL  
DIANA RIVERA  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 7/1/91

STATE OF ILLINOIS }  
COUNTY OF \_\_\_\_\_ } ss.

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

My commission expires \_\_\_\_\_, 19 \_\_\_\_\_

(NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY  
Name DIANA RIVERA  
Address 4953 N. KEDZIE

DOCUMENT NUMBER

ASSIGNMENT OF MORTGAGE

UNOFFICIAL COPY

For consideration paid, AMERICAN REMODELING & HOME IMPROVEMENT CORP. holder of the within mortgage, from CECELIA N. MCSWINE ROLLINS, ISAAC BAILEY, LILLIE BAILEY, LILLIE MCSWINE to AMERICAN REMODELING & HOME IMPROVEMENT CORP. dated 6-26-89 and intended to be recorded with RECORDER'S OFFICE OF COOK COUNTY 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, AMERICAN REMODELING & HOME IMPROVEMENTS CORP.

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 26th day of JUNE 19 89

By Nebi Hodja Day Authorized (Name of Officer and Title)

Contractor (Individual or Partnership) Diana Rivera 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, \_\_\_\_\_ Notary Public My commission expires \_\_\_\_\_ 19 \_\_\_\_\_

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF IL COUNTY OF COOK SS. 6-26-19 89

Then personally appeared the above named NEBI HODJA the PRESIDENT of AMERICAN REMODELING & HOME IMPROVEMENT CORP. 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, Diana Rivera Notary Public My commission expires 7/1/91

NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 7/1/91

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 (her) free act and deed and the free act and deed of said partnership.

Before me, \_\_\_\_\_ Notary Public My commission expires \_\_\_\_\_ 19 \_\_\_\_\_

11/28/89 12:20:00 89-566015 COOK COUNTY RECORDER

89566015

REAL ESTATE MORTGAGE STATUTORY FORM CECELIA N. MCSWINE ROLLINS, ISAAC BAILEY, LILLIE BAILEY, LILLIE MCSWINE TO

American Remodeling - Home Improvement Corp ASSIGNMENT OF MORTGAGE American Remodeling + Home Improvement Corp to The Dartmouth Plan, Inc.

MORTGAGE RECORDING DEPARTMENT THE DARTMOUTH PLAN, INC. 1301 FRANKLIN AVENUE GARDEN CITY, N.Y. 11530

89566015

130

# UNOFFICIAL COPY

8 9 5 6 6 0 1 5

The following described real estate, situated in Cook County, Illinois, to-wit: Lot 16 in Block 26 in Cornell in Section 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois. Real Estate Index No: 20-26-115-021-0000 Premises known as and by: 7340 S. Maryland, Chicago, IL

60619

Property of Cook County Clerk's Office

89566015

UNOFFICIAL COPY

Property of Cook County Clerk's Office

31130804

89566015

# UNOFFICIAL COPY

ASSIGNMENT OF MORTGAGE

For consideration paid, AMERICAN REMODELING & HOME IMPROVEMENT CORP. holder of the within mortgage, from CECELIA N. MCSWINE ROLLINS, ISAAC BAILEY, LILLIE BAILEY to AMERICAN REMODELING & HOME IMPROVEMENT CORP. dated 6-26-89 and intended to be recorded with RECORDER'S OFFICE OF COOK COUNTY 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) (Contractor) (Buyer) (Contractor) (Corporate Signature)

WITNESS my (our) hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Contractor (Individual or Partnership)

IN WITNESS THEREOF, AMERICAN REMODELING & HOME IMPROVEMENTS CORP. 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 26<sup>th</sup> day of JUNE, 1989

Diana Rivera  
Secretary (Corporate Only)

By Vebl Hodja  
Duly Authorized Officer (Title 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 IL COUNTY OF COOK SS. \_\_\_\_\_ 1989

Then personally appeared the above named VEBL HODJA the PRESIDENT of AMERICAN REMODELING & HOME IMPROVEMENT CORP. and acknowledged the foregoing assignment to be the free act and deed of said officer and said corporation and that the seal affixed is the corporate seal of said corporation.

Before me, Diana Rivera Notary Public, STATE OF ILLINOIS MY COMMISSION EXPIRES 7/1/91

### 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 the free act and deed and the free deed of said partnership.

Before me, \_\_\_\_\_ My commission expires \_\_\_\_\_ 19\_\_\_\_

Notary Public

89566015

REAL ESTATE MORTGAGE STATUTORY FORM

Cecelia N. McSwine Rollins, Isaac Bailey  
Lillie Bailey Lillie McSwine  
TO

American Remodeling - Home Improvement Corp.

American Remodeling & Home Improvement Corp.

The Dartmouth Plan, Inc.

MORTGAGE RECORDING DEPARTMENT

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

Space below for Recorder's use only

89566015

1300

REAL ESTATE MORTGAGE

UNOFFICIAL COPY

No: 20-26115-021

(Please print or type all names and addresses)

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THIS INDENTURE WITNESSETH, THAT CECELIA N. MCSWINE ROLLINS, ISAAC BAILEY, LILIE MCSWINE, LILLIE BAILEY

7340 S. MARYLAND City of CHICAGO State of Illinois, Mortgagor(s)

MORTGAGE and WARRANT to AMERICAN REMODELING & HOME IMPROVEMENT CORP. 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 \$ 32,079.60 being payable in 180

consecutive monthly installments of 178.22 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 building 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 Mortgagor(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 of 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 26<sup>th</sup> day of JUNE, A.D. 19 89

MUST BE SIGNED IN THE PRESENCE OF A NOTARY (OR REQUIRED WITNESS) Cecelia N. McSwine Rollins (SEAL) Mortgagor

Isaac Bailey (SEAL) Mortgagor Lillie Bailey (SEAL) Mortgagor Lilie McSwine (SEAL) Mortgagor

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.

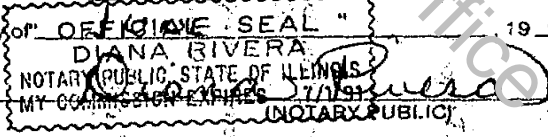
STATE OF ILLINOIS } This Mortgage was signed at 7340 S. MARYLAND  
COUNTY OF COOK } ss. CHICAGO, IL

I, DIANA RIVERA, a Notary Public for and in said County, do hereby certify that T. NICHOLS, the subscribing witness to the foregoing instrument,

personally known to me, who, being by me duly sworn, did depose that he/she resides at 2303 INDIANAPOLIS BLVD

that he/she knows said CECELIA N. MCSWINE, ISAAC BAILEY, LILLIE MCSWINE, LILIE BAILEY 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 26<sup>th</sup> day of JUNE, 19 89



My commission expires 19

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

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

My commission expires \_\_\_\_\_, 19 \_\_\_\_\_

(NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY  
Name DIANA RIVERA  
Address 4953 N. KEDZIE