

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

UNOFFICIAL COPY

Recorded in Cook County, Ill. No. 89591553-309.021

(This space for Recorder's use only) 89591553

THIS INSTRUMENT WITNESSETH THAT James Pedraza and Yezmin Pedraza

3426 N Harding (Buyer's Address) City of Chicago, State of Illinois, Mortgagor(s) 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 \$ 20,060.40 being payable in 120

consecutive monthly installments of 167.17 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, heretofore releasing and waiving all rights under and by value 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 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 the 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, her 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, fees, insurance and other charges, the balance shall be paid the sum provided for in said Retail Installment Contract, whether due and payable by the terms thereof or not.

DATED this 23 day of August A.D. 1989

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. James Pedraza Mortgagor (SEAL) Yezmin Pedraza Mortgagor (SEAL)

Michael J. Wehner (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 taken at 3426 N. Harding COUNTY OF Cook } Carolyn Peterson, a Notary Public for and in said County, do hereby certify that Michael J. 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 7020 N. Sheridan

that he/she knows said James Pedraza & Yezmin Pedraza 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 15 day of September 19 89 My commission expires 5-13 1991 Carolyn Peterson (NOTARY PUBLIC)

STATE OF ILLINOIS } "OFFICIAL SEAL" CAROLYN PETERSON Notary Public, State of Illinois My Comm. Expires 5/13/91 COUNTY OF Cook } Carolyn Peterson, a Notary Public for and in said County, do hereby certify 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 day of My commission expires 10 DEPT-01 RECORDING 78555 IRMN 8707 12/12/89 11 03 00 17685 HE 89-591553 COOK COUNTY RECORDER (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY Name Carolyn Peterson Address 5354 W Irving PK Rd. DOCUMENT NUMBER 89591553

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UNOFFICIAL COPY

ASSIGNMENT OF MORTGAGE

For consideration paid Side- All America, Inc. holder of the within
mortgage from James Pedraza & Yazmin Pedraza
to Side- All America, Inc. dated 8-23-89

and intended to be recorded with Cook County Records 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 THEREOF 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 its Treasurer or an Assistant Treasurer duly authorized
this 15 day of September 1989
By Richard M. Posch
Secretary (Individual or Partnership) (Corporate Secretary)

ACKNOWLEDGEMENT BY INDIVIDUAL

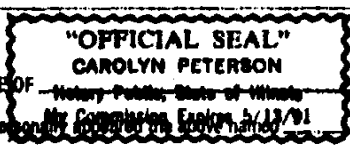
THE STATE OF _____ COUNTY OF _____ SS _____ 19____
Then personally appeared the above named _____ and acknowledged the foregoing assignment to be his (her) free act and deed.
Before me, _____ Notary Public My commission expires _____ 19____

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF Cook Illinois COUNTY OF Cook SS _____ 1989
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, Carol Peterson Notary Public My commission expires 5-13 1991

ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF _____ COUNTY OF _____ SS _____ 19____
Then personally appeared _____ 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____



905716508

REAL ESTATE MORTGAGE STATUTORY FORM
James Pedraza & Yazmin Pedraza
TO
Side-All America, Inc
ASSIGNMENT OF MORTGAGE
Side- All America, Inc.
TO
The Dartmouth Plan, Inc.

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

Select balance for Recorder's use only

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Lot 28 in Harbize Wheeler's Subdivision No. 8, being a Resubdivision of Block 8 in M.K. Jone's Subdivision in the Southwest 1/4 of Section 23, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Premises are known as: 3426 Harding N. Chicago, IL.

Real Estate Index # 13-23-309-021

Property of Cook County Clerk's Office

89591553