

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

UNOFFICIAL COPY

89608226

Real Estate Broker's Office: 1732-905-009 (This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT TEOFILO MATA & FRANCES MATA

3146 S. THROOP (Buyer's Address) MORTGAGE and WARRANT to SIDE-ALL AMERICA INC. City of CHICAGO State of Illinois, Mortgagor(s).

(Contractor) 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 \$ 29,575.20 being payable in 120

consecutive monthly installments of 246.46 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 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 18% 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 23 day of JUNE AD 19 89

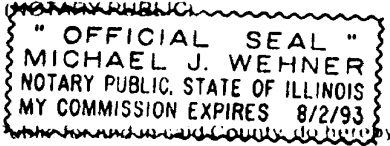
MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. TEOFILO MATA Mortgagee (SEAL) Frances MATA Mortgagee (SEAL) Subscribing Witness (SEAL)

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 } This Mortgage was signed at CHICAGO, ILLINOIS, on this 23rd day of JUNE, 1989. COUNTY OF COOK } ss. MICHAEL J. WEHNER, Notary Public, State of Illinois, do hereby certify that I, MICHAEL J. WEHNER, a Notary Public, for and in said County, do hereby certify that I, 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

that he/she knows said MICHAEL J. WEHNER 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 23 day of JUNE, 1989. My commission expires 8/2, 1993



STATE OF ILLINOIS } ss. MICHAEL J. WEHNER, Notary Public, State of Illinois, do hereby certify that TEOFILO MATA and FRANCES MATA (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 23 day of JUNE, 1989. My commission expires 8/2, 1993 Michael J. Wehner (NOTARY PUBLIC)

13.00 E

THIS INSTRUMENT WAS PREPARED BY Name CAROLYN PETERSON Address 5359 W. IRVING PK. RD. Chicago, IL 60641

89608226

DOCUMENT NUMBER

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ASSIGNMENT OF MORTGAGE

For consideration, the Side-All America, Inc
mortgage from Teofilo Mata & Frances Mata
to Side-All America, Inc

Date 6-23-89

and intended to be recorded with Cook County Recorder's Office
immediately prior hereto does hereby assign said mortgage and claim secured thereby to THE DARTMOUTH PLAN, INC
(Individual and Partnership Signature)

1301 Franklin Avenue, Garden City, N.Y. 11530
(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 thereto, and these signatures to be signed in its behalf
by its President or a Vice-President or its Treasurer or an Assistant Treasurer duly authorized

By Richard M. Posch
15 September 1989

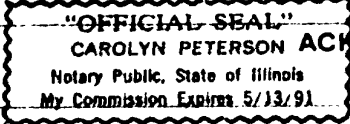
[Handwritten signature]

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 _____ My commission expires _____ 19__
Notary Public

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF Illinois COUNTY OF Cook SS _____ 19__
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 My commission expires 5-13 1991
Notary Public



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 _____ My commission expires _____ 19__
Notary Public

REAL ESTATE MORTGAGE
STATUTORY FORM

Teofilo Mata & Frances Mata

TO

Side-All America, Inc.

ASSIGNMENT OF MORTGAGE

Side-All America, Inc.

TO
THE DARTMOUTH PLAN, INC.

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

Space below for Recorder's use only

[Handwritten signature]

92280988

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

Lot 7 in Block 4 in Springer and Fox's Addition to Chicago
in the North West Quarter Section 32, Township 39 North, Range
14, East of the Third Principal Meridian, in Cook County, Illinois.

Premises are known as: 3146 S. Throop Chicago, IL.

Real Estate Index #17-32-105-009

Property of Cook County Clerk's Office

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