

ILLINOIS REAL ESTATE MORTGAGE

UNOFFICIAL COPY

Real Estate Mortgage No. 620, 28-400-005

(Please print or type all names and addresses)

(This space for Recorder's use only)

89618556

THIS INDENTURE WITNESSETH, THAT Solomon Bailey

7527 S. Stewart City of Chicago State of Illinois, Mortgagor(s)

(Buyer's Address) MORTGAGE and WARRANT to Mid-City Lumber & Supply Co. Inc.

3525 W. Peterson-Chgo, Il. 60659 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 MORTGAGOR above named, in the total amount of \$ 4447.80 being payable in 60

consecutive monthly installments of \$74.13 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

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 Con-

tract, 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 advertise-

ment, 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 9th day of August, A.D. 19 89

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. X Solomon Bailey (SEAL) Mortgagee

X (SEAL) (SEAL) Mortgagor

(Type or print names beneath signatures)

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 Same As Above

COUNTY OF Cook } ss.

I, Jerome Paul, a Notary Public for and in said County, do hereby certify

that Solomon Bailey, 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 Solomon 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 9th day of August, 19 89

My commission expires 19 (NOTARY PUBLIC)

STATE OF ILLINOIS } ss.

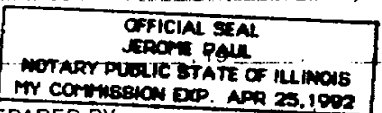
COUNTY OF Cook } I, Jerome Paul, a Notary Public for and in said County, do hereby certify

that Solomon Bailey 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 9th day of August, 19 89

My commission expires (NOTARY PUBLIC)



THIS INSTRUMENT WAS PREPARED BY

Name Mid-City Lumber & Supply Co. Inc.

Address 3525 W. Peterson-Chgo, Il. 60659

8/87 DOCUMENT NUMBER

© TQP, Inc. 1985 3/89

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ASSIGNMENT OF MORTGAGE

For consideration paid, Mid-City Lumber & supply Co., Inc. holder of the within mortgage from Solomon Bailey to Mid-City Lumber & Supply Co., Inc. dated Aug. 9, 1989

and intended to be recorded with Recorders Office of Cook County, Ill. 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) Inc.

WITNESS my (our) hand(s) and seal(s) this 9 day of Aug, 19 89 IN WITNESS THEREOF Mid-City Lumber & Supply Co. Louis P. Paul

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 9 day of Aug, 19 89

By X Louis P. Paul (Duly Authorized Name of Officer 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

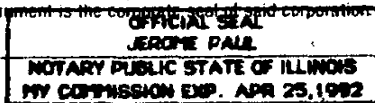
Before me, _____ My commission expires _____ 19 _____ Notary Public

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF Illinois COUNTY OF Cook SS. _____ August 17, 19 89

Then personally appeared the above named Louis P. Paul the President of Mid-City Lumber & Supply Co., 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, _____ My commission expires _____ 19 _____ 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

89618556

89618556 12/29/89 11:29:00
4300 E. 87th St. - 618556
COOK COUNTY RECORDER

REAL ESTATE MORTGAGE STATUTORY FORM
Solomon Bailey
TO
Mid-City Lumber & Supply Co., Inc.
ASSIGNMENT OF MORTGAGE
Mid-City Lumber & Supply Co., 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

Space below for Recorder's use only



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UNOFFICIAL COPY

8 9 6 1 8 5 5 6

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

The South Half of Lot 10 in Block 6 in Hart L. Stewart's
Subdivision of the North half of the South East quarter of
Section 28, Township 38 North, Range 14 East of the Third
Principal Meridian in Cook County, Illinois,

Premises are known as: 7527 S. Stewart Chicago, Illinois

Real Estate Index # 20-28-400-005

Property of Cook County Clerk's Office 89618556

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