

ILLINOIS REAL ESTATE MORTGAGE

UNOFFICIAL COPY

9621039

(Please print or type all names and addresses)

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT ST. CLAIR WHITE, MARY WHITE

2211 W. 54th Pl. City of CHICAGO State of Illinois, Mortgagor(s), (Buyer's Address)

MORTGAGE and WARRANT to 1ST CHOICE REMODELING CO (Contractor)

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 \$ 23,471.28, being payable in 84

consecutive monthly installments of 274.42 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 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 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, more there shall be paid the sums provided for in said Retail Installment Contract, which are due and payable by the terms thereof or not.

DATED, this 7 day of JULY AD. 19 89

MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC REQUIRED WITNESS. St. Clair White, Mary White (SEAL)

JEFFERY GILMAN (SEAL) Subscribing Witness (SEAL) MARY WHITE (SEAL) Mortgagor

NOTE: This document is a mortgage which gives your contractor and its assignee 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 2211 W. 54th Pl. COUNTY OF COOK } ss

LEO LIDERMAN, a Notary Public for and in said County, do hereby certify that JEFFERY GILMAN, the subscribing witness to the foregoing instrument,

personally known to me, who, being by me duly sworn, did depose that he/she resides at 2518 W. TOWNY that he/she knows said St. Clair White - Mary White to be the individual(s) described in, and who executed, the foregoing instrument as his/hers/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 7 day of JULY 19 89

My commission expires Jan 13 1992 (NOTARY PUBLIC) 6164 12/29/87 11 06 60

STATE OF ILLINOIS } COUNTY OF COOK } ss. OFFICIAL SEAL OF LEO LIDERMAN, Notary Public State of Illinois, My Commission Expires Jan 13, 1992

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 ___ 19 ___

My commission expires ___ 19 ___ (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY Name Shari Ludwig Address 2518 W TOWNY, Chicago, IL 60615 59621039

UNOFFICIAL COPY

ASSIGNMENT OF MORTGAGE

For consideration paid 1st Choice Remodeling Co. holder of the within mortgage, from St. Clair White - Mary White to 1st Choice Remodeling Co. dated 6-7-89 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, 1st Choice Remodeling Co.

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 7 day of JUNE, 19 89

By [Signature] pres

[Signature]
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, _____ My commission expires _____ 19 _____
Notary Public

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF Illinois COUNTY OF Cook SS. _____ 19 89

Then personally appeared the above named Jeffery Gillman the president of 1st Choice Remodeling Co. 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 Jan 13 19 92
Notary Public

OFFICIAL SEAL
LEO LEDERMAN

Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JAN. 13, 1992

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

89621039

REAL ESTATE MORTGAGE
STATUTORY FORM

St. Clair White - Mary White

TO

1st Choice Remodeling Co.

ASSIGNMENT OF MORTGAGE

1st Choice Remodeling Co.

TO

The Dartmouth Plan, Inc.

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

MORTGAGE RECORDING DEPARTMENT
Space below for Recorder's use only

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The following described Real Estate situated in the County of Cook in the State of Illinois, to-wit: Lot 5 in Block 3 in Edward's Boulevard Addition to Chicago, being a Subdivision of The West 1213.90 feet of lots 27, 30 and 31 (except Boulevard) in Iglehart's Subdivision of the Southwest 1/4 of Section 7, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. Premises known as and by: 2211 W. 54th Pl, Chicago, IL 60609 Real Estate Index No: 20-07-320-020

Property of Cook County Clerk's Office
89621039