

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

UNOFFICIAL COPY

Real Estate Broker's License Number: 191-01-218-031 (This space for Recorder's use only) 89621051

THIS INDENTURE WITNESSETH, THAT Rodrigo M. Equia and Elaine Equia

4238 S Talman (Buyer's Address) City of Chicago State of Illinois, Mortgagee(s) MORTGAGE and WARRANT to Side-All America, Inc. (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 \$ 6024.00 being payable in 60

consecutive monthly installments of 100.40 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 Mortgagee(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 1% 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 25 day of September AD. 19 89

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. (SEAL) Rodrigo M. Equia Mortgagee (SEAL) Elaine Equia Mortgagee (type or print names beneath signature)

NOTE: This document is a mortgage which gives your contractor and its assigns a security interest in your property. The mortgage is taken as collateral for the performance of your obligations under your home improvement contract.

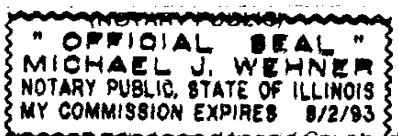
STATE OF ILLINOIS } This Mortgage was signed at CODE COUNTY RECORDER

I, a Notary Public for and in said County, do hereby certify that personally known to me, who, being by me duly sworn, did depose that he/she resides at

that he/she knows said 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 day of 19 My commission expires 19

STATE OF ILLINOIS } ss. COUNTY OF COOK MICHAEL J. WEHNER a Notary Public for and in said County do hereby certify that RODRIGO M. EQUIA and ELAINE EQUIA (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 11th day of OCTOBER, 19 89. My commission expires 8-2, 19 93. (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY Name Carolyn Peterson Address 5359 N Irving PK Rd Chicago, IL

13.00

89621051

DOCUMENT NUMBER

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ASSIGNMENT OF MORTGAGE

For consideration paid Side-All America, Inc. holder of the within mortgage, from Rodrigo M. Egua and Elaine Egua to Side-All America, Inc. dated 9-25-89

and intended to be recorded with Cook County Recorders 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)

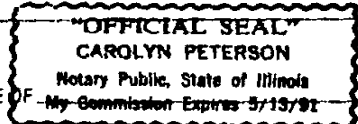
WITNESS my (our) hand(s) and seal(s) this _____ day of _____, 19____
IN WITNESS THEREOF Richard M. Pasch
Side-All America, Inc.
has caused its corporate seal to be affixed hereto and these presents to be signed on its behalf by its President or a Vice-President or its Treasurer or an Assistant Treasurer duly authorized
this 12 day of October, 1989
By Richard M. Pasch
Duly Authorized Representative

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 _____ 1989
Then personally appeared the above named Richard M. Pasch 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

89621051

REAL ESTATE MORTGAGE STATUTORY FORM
Rodrigo M. Egua & Elaine Egua
TO
Side-All America, Inc.
ASSIGNMENT OF MORTGAGE
Side-All America, Inc.
TO
THE DARTMOUTH PLAN, INC.

When recorded, this is a MORTGAGE RECORDING DEPARTMENT
THE DARTMOUTH PLAN, INC.
1301 FRANKLIN AVENUE
GARDEN CITY, N.Y. 11530

Space below for Recorder's use only
10-12-89

UNOFFICIAL COPY

8 9 6 2 1 0 5 1

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

Lot 2 (except the North $8 \frac{1}{3}$ feet) and Lot 3 (except the South $8 \frac{1}{3}$ feet) in Block 1 in the Superior Court Partition, being a Subdivision of the South $8 \frac{1}{3}$ Acres (except the East 2 acres thereof) of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 1, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Premises are known as: 4238 S. Talman Chicago, IL.

Real Estate Index #19-01-218-031

Property of Cook County Clerk's Office

89621051