

ILLINOIS REAL ESTATE MORTGAGE

UNOFFICIAL COPY

89002178

THIS INDENTURE WITNESSETH THAT

EDKLINE MCGEE AND GRACIE L MCGEE

205 S. 16th Ave (Buyer's Address) MORTGAGE and WARRANT to

City of Maywood State of Illinois, Mortgagee(s)

Deer-Hire Home Improvements Company 4143 W. Lawrence Chicago Ill 60630 (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 \$13,809.60, being payable in 120

consecutive monthly installments of 115.08 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 Illinois Real Estate Mortgage Law 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 shall pay all taxes and assessments upon said premises when due, shall keep the building 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 six per centum, 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 advanced hereby shall thereupon, at the option of Mortgagee, his or its attorney 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 on 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 17 day of Sept AD 1988

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. (SEAL) EDKLINE MCGEE

Stephen Krinn Subscribing Witness (SEAL) GRACIE L MCGEE (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 Cook } This Mortgage was signed at 205 S. 16th Ave COUNTY OF Maywood, Illinois 60153

I, EDWARD SKRINN, a Notary Public for and in said County, do hereby certify that STEVE ED KANN MCGEE and GRACIE MCGEE the subscribing witness to the foregoing instrument,

personally known to me, who, being by me duly sworn, did depose that he/she resides at 4143 W. Lawrence Chicago

that he/she knows said EDKLINE MCGEE & GRACIE L MCGEE 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 thereon

Given under my hand and notarial seal this 17 day of Sept 19 88

My commission expires June 19, 1989 Edward Skrin (NOTARY PUBLIC)

STATE OF ILLINOIS } COUNTY OF }

I, a Notary Public for and in said County, do hereby certify that 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 day of 19

My commission expires 19 (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY Name Edward J Krinn Address 4143 W. Lawrence Chicago, Ill 60630

89002178 DOCUMENT NUMBER

UNOFFICIAL COPY

ASSIGNMENT OF MORTGAGE

For consideration paid, 24,000.00 mortgage, from ED, CLINE MCGEE & GRACIE L MCGEE
 to DUN-RITE HOME IMPROVEMENTS Co. dated April 17, 1985
 and intended to be recorded with Recorder's office 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)

WITNESS my (our) hand(s) and seal(s) this _____ day of _____ 19__

IN WITNESS THEREOF Edmund S. Kavan
Edmund S. Kavan
 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

Contractor (Individual or Partnership)
Edmund S. Kavan
 Secretary (Corporate Office)

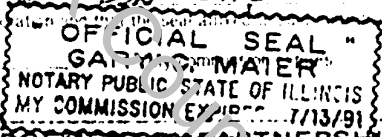
this 2 day of NOV. 19__
 By Edmund S. Kavan
 President

ACKNOWLEDGEMENT BY INDIVIDUAL

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

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF IL COUNTY OF COOK SS _____
 Then personally appeared the above named EDWARD S. KAVAN the President
 and acknowledged the foregoing assignment to be the free act and deed of said officer and said corporation and the corporate seal of said corporation
 Before me Edmund S. Kavan Notary Public
 My commission expires 7/13/91



ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF _____ COUNTY OF _____ SS _____
 Then personally appeared the above named _____ a General Partner of _____ 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 _____
 Notary Public

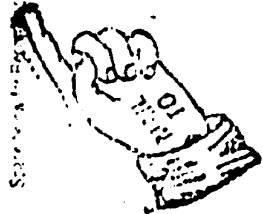
89002478

REAL ESTATE MORTGAGE STATUTORY FORM

EDKLINE MCGEE GRACIE L MCGEE

Dun-Rite Home Improvement
 ASSIGNMENT OF MORTGAGE
 Dun-Rite Home Improvement
 TO
 The Dartmouth Plan, Inc

THE DARTMOUTH PLAN, INC
 1301 FRANKLIN AVENUE
 GARDEN CITY, N.Y. 11530



UNOFFICIAL COPY

Lots 3&4 in Block 27, in Proviso Land Association Addition to Maywood, in Section 10, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

SAID PREMISES ARE KNOWN AS AND BY: 206 South 16th Avenue, Maywood, Illinois 60153
REAL ESTATE INDEX NO: 15-10-401-002

Property of Cook County Clerk's Office

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