

ILLINOIS REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

UNOFFICIAL COPY

Real Estate Index NO 16-07-402009

89021954

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT Frank Horne, Sr. & Theordis Horne

213 N. Leamington (Buyer's Address) MORTGAGE and WARRANT to

City of Chicago All City Remodeling Corp.

State of Illinois, Mortgagor(s)

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 MORTGAGEE above named, in the total amount of \$ 17,936.40 being payable in 120

consecutive monthly installments of 149.47 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(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 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 thereon.

THE MORTGAGOR(S) TO MAINTAIN 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 8th day of October, A.D. 19 88

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS.

X Ron Smith (SEAL) Subscribing Witness

X Frank Horne Sr. (SEAL) Mortgagor X Theordis Horne (SEAL) Mortgagor

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 a good at 213 N. Leamington COUNTY OF Cook } SA Chicago, IL

I, Julie Goldstein, Ron Smith, a Notary Public for and in said County, do hereby certify that the subscribing witness to the foregoing instrument, personally known to me, who, being by me duly sworn, did depose that he/she resides at 5043 W. Diversey that he/she knows said Frank Horne, Sr. & Theordis Horne in, and who executed, the foregoing instrument as his/her/their free and voluntary act, for the uses and purposes 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.

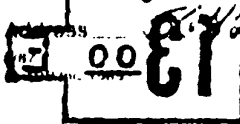
Given under my hand and notarial seal this 8th day of October, 1988 Julie Goldstein (NOTARY PUBLIC)

STATE OF ILLINOIS } My commission expires 10 } SA COUNTY OF Cook } a Notary Public for and in said County, do hereby certify

personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, and (his/her spouse), 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 8th day of October, 1988 Julie Goldstein (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY Name Julie Goldstein 5043 W. Diversey Chicago, IL



DOCUMENT NUMBER

# UNOFFICIAL COPY

ASSIGNMENT OF MORTGAGE

For consideration paid 10.00 holder of the within mortgage, from FRANK HORNE, JR. & THEODIS HORNE to All City Remodeling Corp dated 10/13/88

and intended to be recorded with Recorders 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

WITNESS my (our) hand(s) and seal(s) this 13 day of October, 19 1988.  
IN WITNESS THEREOF, [Signature] 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 13 day of October, 19 1988.  
By [Signature] Secretary (Corporate Only) / 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 \_\_\_\_\_ 19 88  
Then personally appeared the above named [Signature] the \_\_\_\_\_ of All City Remodeling Corp 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, [Signature] 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

65021954  
REAL ESTATE MORTGAGE STATUTORY FORM  
FRANK HORNE, JR. THEODIS HORNE  
All City & Surbs Remodeling Corp  
ASSIGNMENT OF MORTGAGE  
All City & Surbs Remodeling Corp  
TO  
The Dartmouth Plan, Inc.

COOK COUNTY RECORDER  
#444 TRAN 4829 01/13/88 04.10.00  
#4668 # D \* 88-021954

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

Space below for Recorder's use only

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13.00

# UNOFFICIAL COPY

Lot 20 in Resubdivision of lots 1 to 48 inclusive in block 3 in Derby's Addition to Chicago, being a subdivision in the West 1/2 of the South East 1/4 of Section 9, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

SAID PREMISES ARE KNOWN AS AND BY: 213 North Leamington, Chicago, Illinois 60644  
REAL ESTATE INDEX NO: 16-09-407-009

Property of Cook County Clerk's Office

83021954