

ILLINOIS

REAL ESTATE MORTGAGE

UNOFFICIAL COPY

Real Estate Index Number: 14-29-127-035

(Please print or type all names and addresses)

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT ROBERT E. SHAW AKA LAURA J. SHAW

2840 N. RACINE City of CHICAGO State of Illinois, Mortgagor(s)

MORTGAGE and WARRANT to CHICAGO LUMBER CO 1238 S. ASHLAND CHICAGO, IL

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 \$ 54,470.80 being payable in 120

consecutive monthly installments of 470.59 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 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; the entire shall be paid the sums provided for in said Retail Installment Contract, whether due and payable by the terms thereof or not.

DATED, this 15th day of AUGUST 1989

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

Handwritten signatures of Robert E. Shaw and Laura J. Shaw with notary seal.

Subscribing Witness (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 } This Mortgage was signed at
COUNTY OF COOK } ss
I, Louis Martinez, 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

that he/she knows said to be the individual(s) described in, and who executed, the foregoing instrument as his/hor/their free and voluntary act, for the uses and purposes herein set forth; that he/she, said subscribing witness, was present and saw him/hor/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 15 day of AUG.

My commission expires 4-17-91

NOTARY PUBLIC "OFFICIAL SEAL" LOUIS MARTINEZ NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 4/17/91

STATE OF ILLINOIS } ss
COUNTY OF COOK }
I, Louis Martinez, a Notary Public for and in said County, do hereby certify that Robert E. Shaw and Laura J. Shaw AKA Laura Tompkins (this/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 15 day of AUG. 1989

My commission expires 4-17-91

(NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY: Name Louis Martinez Address 1238 S. Ashland Chicago, IL 60608

DOCUMENT NUMBER

# UNOFFICIAL COPY

## ASSIGNMENT OF MORTGAGE

For consideration paid Chicago Lumber Co. holder of the within  
 mortgage, from Robert E Shaw AKA Laura J Shaw AKA Laura Tompkins  
 to Chicago Lumber Co. dated 2-15-88  
 and intended to be recorded with De Leo Office Supply Co. Inc. 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)

WITNESS my (our) hand(s) and seal(s) this \_\_\_\_\_  
 day of \_\_\_\_\_, 19\_\_\_\_

IN WITNESS THEREOF, Steve Edelman  
Chicago Lumber Co.  
 (Contractor)

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 1 day of Feb, 1988

By \_\_\_\_\_  
 (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 JAN-18-93 65177 7 89028774 - A - 1300

### ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF ILL COUNTY OF COOK SS \_\_\_\_\_ 1988

Then personally appeared the above named Steve Edelman the Pres.  
 of \_\_\_\_\_ 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, LOUIS MARTINEZ My commission expires 4-17 1991  
 Notary Public - STATE OF ILLINOIS  
 MY COMMISSION EXPIRES 4/17/91

### 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

REAL ESTATE MORTGAGE  
 STATUTORY FORM

Robert E. Shaw & L.J. Shaw  
 AKA Laura Tompkins

Chicago Lumber Co.

ASSIGNMENT OF MORTGAGE

Chicago Lumber Co.  
 TO

The Dartmouth Plan, Inc.

When recorded mail to ROSE ANN CHALMERS

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

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LOT 39 IN ALBERT WISNER'S SUBDIVISION OF BLOCK 10 IN SUBDIVISION OF THAT PART LYING <sup>Northeasterly</sup>  
1/2 OF THE CENTER OF LINCOLN AVENUE OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 N., RANGE  
14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. REAL ESTATE INDEX NUMBER:  
14-29-127-035 SAID PREMISES ARE KNOWN AS AND BY: 2840 N. RACINE, CHICAGO, IL 60657

Property of Cook County Clerk's Office

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