

UNOFFICIAL COPY

ASSIGNMENT OF MORTGAGE

For consideration paid \$ _____ to Sav-Mor Construction Co., Inc. holder of the within mortgage from Lee McKenzie, a widower to Sav-Mor Construction Co., Inc. dated 9/29/88

and intended to be recorded with Cook County, Recorder of Deeds 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 WHEREOF Sav-Mor Construction Co., Inc. Gil Pozin, President

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 Secretary or an Assistant Secretary duly authorized this _____ day of _____ 19____ By _____

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____ Then personally appeared the above named Gil Pozin the President of Sav-Mor Construction Co., 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, _____ 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 with the free act and deed of said partnership Before me, _____ My commission expires _____ 19____ Notary Public

REAL ESTATE MORTGAGE STATUTORY FORM

102 HANCOCK

TO

ASSIGNMENT OF MORTGAGE

Sav-Mor Construction Co., Inc.

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

RECORDING 13.00 89054309NN
NO FEE 0.00 89054309NN
CHECK 13.00 0344A000 1555

690543019

3/21

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

UNOFFICIAL COPY

16-77-315-002 & 003

89021309

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH THAT Lee McKenzie, a widower

1665 S. Millard City of Chicago State of Illinois Mortgagee

(Buyer's Address) MORTGAGE and WARRANT to Sav-Mor Construction Co., 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 \$ 15,125.88 being payable in 84

consecutive monthly installments of 180.07 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 Homestead Exemption Laws of the State of Illinois, and all right to redemption 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 and shall keep the buildings thereon insured to their full insurable value for the benefit of Mortgagee, shall pay all installment taxes and charges due 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 12% per annum, shall be due on demand and shall be added to the debt 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 become due and payable, and this mortgage may be immediately foreclosed to pay the same, and shall be lawful for Mortgagee, his or her attorney 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(S) 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 conveyance of said premises, and reasonable attorney's fees, to be included in the decree, and all charges advanced for taxes, assessments, liens, mortgages and other charges, then there shall be paid the sum provided for in said Retail Installment Contract, whether due and payable by the terms thereof or not.

DATED this 29th day of September, 1988

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

Lee McKenzie Mortgagee

Howard Beard Subscribing Witness

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 1665 S. Millard COUNTY OF Cook } Chicago, Illinois

I, Gil Pozin a Notary Public for and in said County, do hereby certify that Howard Beard the subscribing witness to the foregoing instrument personally known to me, who, being by me duly sworn, did depose that he/she resides at 4868 W Dempster, Skokie, IL

that he/she knows said Lee McKenzie, a widower to be the individual 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 29th day of September, 1988

My commission expires July 30, 1989

(NOTARY PUBLIC)

STATE OF ILLINOIS } a Notary Public for and in said County, do hereby certify COUNTY OF } that

personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day as a 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 (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY Name: Howard Beard Address: 4868 W Dempster Skokie, Ill 60077

DOCUMENT NUMBER

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the following described Real Estate Situated in the County of Cook, in the State of Illinois, to wit; The north 16 feet of lot 1, in Block 4, and the south 31 feet of lot B, in the Resubdivision of Blocks 1 to 5, inclusive and vacated alleys in Lansing's second addition to Chicago, being a SUBdivision of Lots 2-4, 17-19 (except the West 146.17 feet of said lots 4 & 17, in J.H. Kedzie's Subdivision in the SW¹/₄ of Section 23, Township 39, North Range 13, East of the Third Principal Meridian, in Cook County, Illinois. SAID PREMISES ARE KNOWN AS AND BY: 1665 Millard South, Chicago, Illinois.
REAL ESTATE INDEX NO: 16-23-315-002 & 003

Property of Cook County Clerk's Office
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