

ASSIGNMENT OF MORTGAGE

For consideration paid, Wendy City Estuaries, Inc., holder of the within
 mortgage, from Owen D. Woods and Shirley M. Woods
 to Wendy City Estuaries, Inc., dated 12-23-88
 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

Contractor Individual or Partnership

Notary Public

IN WITNESS THEREOF, Jeffrey SchwartzWendy City Estuaries, Inc.has caused its corporate seal to be affixed hereunto and these presents to be signed on its behalf
 by its President or a Vice-President or its Treasurer or an Assistant Treasurer duly authorizedthis 16th day of December, 1988.By Jeffrey Schwartz

Notary Public (Name of Notary and State)

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

12-16-88Then personally appeared the above named, Jeffrey Schwartz, Wendy City Estuaries, 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

5-13-89

Notary Public

"OFFICIAL SEAL
CAROLYN PETERSON
Notary Public, State of Illinois
My Commission Expires 5/13/91"

THE STATE OF

, COUNTY OF

SS

19

Then personally appeared the above named, Jeffrey Schwartz, 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.

My commission expires

19

Notary Public

89055-166

REAL ESTATE MORTGAGE
STATUTORY FORM

Owen D. Woods and Shirley M. Woods

ASSIGNMENT OF MORTGAGE

TO
Wendy City Estuaries, Inc.

THE DARTMOUTH PLAN, INC.

ROSE ANN CHALMERS

THE DARTMOUTH PLAN, INC.
1301 FRANKLIN AVENUE
GARDEN CITY, N.Y. 11530SEARCHED _____
SERIALIZED _____
INDEXED _____
FILED _____

ILLINOIS
REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

UNOFFICIAL COPY

89058466

Real Estate Index Number: 13-33-417-011

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT Owen D. Woods and Shirley M. Woods

4847 W. St Paul City of Chicago
(Buyer's Address)
MORTGAGE and WARRANT to Windy City Exteriors, Inc.

State of Illinois, Mortgagors,

Mortgagors

(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 \$ 7157.64, being payable in 84

consecutive monthly installments of 85.21 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 Mortgagor(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, 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 23 day of November AD. 19 88

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

Owen D. Woods
Owen D. Woods
Mortgagor

(SEAL)

Tom Moretti
Subscribing Witness
Tom Moretti

Shirley M. Woods
Shirley M. Woods
Mortgagor

(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

COUNTY OF COOK

I, Carolyn Peterson

that Tom Moretti

personally known to me, who, being by me duly sworn, did depose that he/she resides at 4847 W. St Paul

that he/she knows said Owen D. Woods and Shirley M. Woods 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 herein set forth, that he/she, and 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 thereto.

Given under my hand and notarial seal this

16th day of December

AD. 19 88

Carolyn Peterson
(NOTARY PUBLIC)

My commission expires

5-13-1991

STATE OF ILLINOIS

COUNTY OF

I, and my spouse, personally known to me to be the name(s) 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

5-13-19

(NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY

Name: Tiffie Cohen

Address: 7520 W. Lawrence, Chicago, IL

Notary Public, State of Illinois
My Commission Date: 5-13-1991

"OFFICIAL SEAL"
CAROLYN PETERSON

Notary Public, State of Illinois
My Commission Date: 5-13-1991

89058466

DOCUMENT NUMBER

UNOFFICIAL COPY

Lot 8 in R.A. Cepak's Resubdivision of Lot 1 to 24 and
Lots 42 to 66 in Block 4 in Robertson's Subdivision of
that part of the Southeast 1/4 of Section 33, Township 40
North, Range 13, East of the Third Principal Meridian,
lying East of the West 26.60 chains thereof and South of
Grand Avenue in Cook County, Illinois,

Property of Cook County Clerk's Office
8905846611#
0751A000 14:26

RECORDING 13.00
8905846611#
CHECK 13.00
0751A000 14:26

89058466

134/E