

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

UNOFFICIAL COPY

25-08-104-060 (This space for Recorder's use only) 89074052

THIS INDENTURE WITNESSETH, THAT Ronald Groves

17636 Mulberry Dr., City of Country Club Hills, State of Illinois, Mortgagor(s), (Buyer's Address) MORTGAGE and WARRANT to Mid-City Lumber & Supply Co., Inc., 3525 W. Peterson-Chgo, Il., 60659, 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 \$ 36,609.60 being payable in 120 consecutive monthly installments of \$305.08 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, when 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 18th day of September, AD 1988

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. Ronald Groves (SEAL) Mortgagor

Subscribing Witness (SEAL) Mortgagor (type or print names beneath signatures)

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 17636 Mulberry Dr. COUNTY OF Cook } ss. Country Club Hills, Il.

I, Jerome Paul, a Notary Public for and in said County, do hereby certify that Louis Paul, the subscribing witness to the foregoing instrument,

personally known to me, who, being by me duly sworn, did depose that he/she resides at 3525 W. Peterson

that he/she knows said Ronald Groves 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 therein.

Given under my hand and notarial seal this 18th day of September, 1988

My commission expires OFFICIAL SEAL JEROME PAUL, 19 NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. APR 25, 1992 (NOTARY PUBLIC)

STATE OF ILLINOIS } ss. COUNTY OF Cook } 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 Jerome Paul Address 3525 W Peterson Chicago, Illinois 60646 DOCUMENT NUMBER

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For consideration paid, Mid-City Lumber & Supply Co., Inc. holder of the within mortgage, from Ronald Groves to Mid-City Lumber & Supply Co., Inc. dated Sept. 18, 1988

and intended to be recorded with Recorders Office 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) Louis Paul
 WITNESS my (our) hand(s) and seal(s) this _____ IN WITNESS THEREOF, Louis Paul
 day of _____ Mid-City Lumber & Supply Co., Inc.
 X _____ (Contractor) this 8th day of October, 19 88

X Jean Paul Beery Secretary (Corporate Only) by Louis Paul (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, _____ Notary Public My commission expires _____ 19 _____

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF Illinois COUNTY OF Cook SS. _____ October 8, 19 88
 Then personally appeared the above named Louis Paul the President of Mid-City Lumber & Supply 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, _____ Notary Public My commission expires _____
 SPECIAL SEAL - JUDGE PAUL
 NOTARY PUBLIC STATE OF ILLINOIS
 MY COMMISSION EXP. APR 28, 1992

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, _____ Notary Public My commission expires _____ 19 _____

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COOK COUNTY RECORDER

RECORDED # 89-074052
 1444 TWIN SPRING 02/16/89 15:50:00
 \$13.00

89074052

REAL ESTATE MORTGAGE STATUTORY FORM

Ronald Groves

TO

Mid-City Builders ASSIGNMENT OF MORTGAGE

Mid-City Builders to

The Dartmouth Plan, Inc

NOTARY PUBLIC STATE OF ILLINOIS
 JUDGE PAUL
 OFFICIAL SEAL

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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The following described Real Estate in Cook County, Illinois to wit; That part of lot 13 in Block 3 in Hillard and Dobbin's First Addition to Washington Heights a subdivision of the East $\frac{1}{2}$ of the North East $\frac{1}{4}$ of Section 7, and the North West $\frac{1}{4}$ of Section 8, Township 37 North, Range 14, East of the Third Principal Meridian, lying SouthEasterly of a line drawn from a point in the westerly line of said lot 13, 50 feet Northerly from the South Westerly corner thereof to a point in the Easterly line of said lot 51.62 feet northerly from the South Easterly corner thereof, in Cook County, Illinois.

SAID PREMISES ARE KNOWN AS ANDBY: 1736 Mulberry Drive, Country Club Hills, Illinois.

REAL ESTATE INDEX NO: 25-08-104-060

Property of Cook County Clerk's Office
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