

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

UNOFFICIAL COPY

Real Estate Index No 16-19-219-0149015

89090531

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT LOUIS F. AGUIWAGA JR. AND LOUIS AGUIWAGA SR. 1433 S. CLARENCE City of BERWYN State of Illinois, Mortgageor(s), MORTGAGEE and WARRANT TO JFH CONST CO Mortgagee

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 \$ 12,608.40 being payable in 120

consecutive monthly installments of \$105.07 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 Mortgageor(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 Mortgageor(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, if any, 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 22nd day of OCTOBER AD. 1988

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. Louis F. Aguinaga Jr. (SEAL)

Subscribing Witness: Louis Aguinaga Sr. (SEAL)

NOTE: This document is a mortgage which gives your contractor and its assigns 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 1433 S. CLARENCE COUNTY OF BERWYN, IL

I, 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

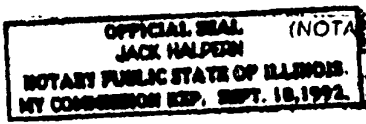
that he/she knows said to be the individual(s) described in, and who executed, the foregoing instrument as his/hor/their free and voluntary act, for the uses and purposes herein set forth; that he/she, said subscribing witness, was present and saw him/her/them execute the same, and that he/she, said subscribing witness, at the time subscribed his/her name as witness therein.

Given under my hand and notarial seal this day of 1988 My commission expires 19 (NOTARY PUBLIC)

STATE OF ILLINOIS } COUNTY OF COOK

I, JACK HALPERN, a Notary Public for and in said County, do hereby certify that LOUIS F. AGUIWAGA JR and LOUIS AGUIWAGA SR (his/hor 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 22nd day of October, 1988 My commission expires 19



THIS INSTRUMENT WAS PREPARED BY Name: JACK HALPERN Address: 9009 GOLF RD - DES PLAINES, IL 60016

DOCUMENT NUMBER

UNOFFICIAL COPY

ASSIGNMENT OF MORTGAGE

15202028

For consideration paid, J+H CONST. CO, holder of the within mortgage, from LOUIS F. AGUINAGA SR AND LOUIS AGUINAGA SR to J+H CONST. CO. dated 10/22/89

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)
WITNESS my (our) hand(s) and seal(s) this 27th day of JANUARY, 1989.

IN WITNESS THEREOF, _____

Jack Halpern
Contractor (Individual or Partnership)
Secretary, (Corporate Only)

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 _____ day of _____, 19____.
By _____
Duly Authorized (Name of Officer and Title)

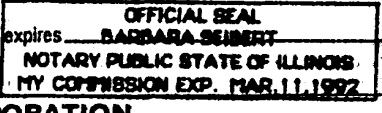
ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF ILLINOIS, COUNTY OF COOK SS. 1/19, 1989

Then personally appeared the above named Jack Halpern and acknowledged the foregoing assignment to be his (her) free act and deed.

Before me, Barbara Seibert
Notary Public

My commission expires _____, 19____.



ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF _____, COUNTY OF _____ SS. _____, 19____

Then personally appeared the above named _____, the _____ 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, _____
Notary Public

My commission expires _____, 19____.

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 of said partnership.

Before me, _____
Notary Public

My commission expires _____, 19____.

RECORDING 13.00
CHECK 13.00
4684A000, 19 10:16

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REAL ESTATE MORTGAGE STATUTORY FORM

LOUIS F. AGUINAGA SR
LOUIS AGUINAGA SR

J+H CONSTRUCTION
ASSIGNMENT OF MORTGAGE

J+H CONSTRUCTION

The Dartmouth Plan, Inc.

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

1300
89090531

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The following described Real Estate situated in the County of Cook, and State of Illinois, to wit; Lots 31 & 32 in Block 37 in Frank Well's 16th Street subdivision of Blocks 37, 60 and 61, in Subdivision of Section 19, Township 39 North, Range 13, east of the Third Principal Meridian, in Cook County, Illinois.

SAID PREMISES ARE KNOWN AS AND BY: 1433 South Clarence, Berwyn, Illinois 60402

REAL ESTATEINDEX NO: 16-19-219-014& 015

Property of Cook County Clerk's Office

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