

ILLINOIS REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

UNOFFICIAL COPY

10-18-118-020 (This space for Recorder's use only)

83090777

THIS INDENTURE WITNESSETH, THAT Jose Marie Gonzalez and Rowena Gonzalez, his wife.

7038 Beckwith City of Morton Grove State of Illinois, Mortgagor(s)

MORTGAGE and WARRANT to Thermo Shield Co (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 \$ 14,236.80 being payable in 120

consecutive monthly installments of 118.64 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 the 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 16th day of September A.D. 1988

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

Subscribing Witness (SEAL)

Mortgagor (SEAL) Jose Marie Gonzalez (SEAL) Rowena Gonzalez

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 } ss This Mortgage was a note in 7038 Beckwith Morton Grove Illinois 60053

Paul Kron a Notary Public for and in said County, do hereby certify that Bill Lowme the subscribing witness to the foregoing instrument,

personally known to me, who, being by me duly sworn, did depose that he/she resides at Jose Marie Gonzalez Rowena Gonzalez 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 therein 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 17th day of September 1988 My commission expires 19

STATE OF ILLINOIS COUNTY OF } ss 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/hor/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 My commission expires 19

THIS INSTRUMENT WAS PREPARED BY Name Kenneth A Kron

Address 6600 N Lincoln, Lincolnwood, Illinois 60645

DOCUMENT NUMBER

# UNOFFICIAL COPY

## ASSIGNMENT OF MORTGAGE

For consideration of 1000.00 dollars, the within mortgage, from Jose Maria Gonzalez - Rowena Gonzalez (Contractor) to Thermo-Shield (Contractor) dated September 14, 1988

and intended to be recorded with Recorders Office of Cook County Illinois 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.

WITNESS my (our) hand(s) and seal(s) this 2nd day of December 1988 IN WITNESS THEREOF, JOEL S. KRON (Corporate Signature) Thermo-Shield 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 2nd day of December 1988

By Joel Kron V.P. Secretary (Corporate Only) Duty Authorized (Name of Officer and Title)

### ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF ILLINOIS COUNTY OF COOK SS. 1988

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

Before me, [Notary Signature] My commission expires 1989

### ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF ILLINOIS COUNTY OF COOK SS. December 2, 1988

Then personally appeared the above named Joel Kron the VICE-PRESIDENT of Thermo-Shield Co 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 Signature] My commission expires My Commission Expires Dec 10 1989

### ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF ILLINOIS COUNTY OF COOK SS. 1988

Then personally appeared the above named [Name] a General Partner of [Partnership Name] 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 Signature] My commission expires 1989

RECORDING 1988 00 89090777H#  
CHECK 13.00  
4711A000 10:59

REAL ESTATE MORTGAGE STATUTORY FORM

Jose Maria Gonzalez  
Rowena Gonzalez

ASSIGNMENT OF MORTGAGE

Thermo Shield Corp

to

The Dartmouth Plan, Inc

When recorded mail to

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

Space below for Recorder's use only

1307E

89090777

# UNOFFICIAL COPY

Address of Property: 7038 Beckwith, Morton Grove

Permanent Real Estate Index Number: 10-18-118-020

Legal Description: Lot 19 in 9th Addition to Mills Park Estates, being Mills & Sons Subdivision in Section 18, Township 41 N., Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

2015/11/15