

ILLINOIS REAL ESTATE MORTGAGE

UNOFFICIAL COPY

89103911

11-31-415-018

(Please print or type all names and addresses)

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH THAT MARTIN GARCIA, JAIME ESPINO + HERMILA ESPINO

6538 N. ASHLAND City of CHICAGO State of Illinois, Mortgagor(s)

(Buyer's Address) MORTGAGE and WARRANT to HALL MARK LOANS, Inc.

6246 N. PULASKI CHICAGO, IL 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 \$ 43,017.60 being payable in 120

consecutive monthly installments of 358.48 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 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 8 day of NOV AD 19 88

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

Signatures of Mortgagors: Martin Garcia, Jaime Espino, Hermila Espino. Subscribing Witness: Allan Pollack.

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 6538 N. ASHLAND COUNTY OF COOK } CHICAGO, IL

I, DAN STAVIS, a Notary Public for and in said County, do hereby certify that ALLAN POLLACK the subscribing witness to the foregoing instrument

personally known to me, who, being by me duly sworn, did depose that he/she resides at 6246 N. PULASKI

that he/she knows said MARTIN GARCIA, JAIME ESPINO, HERMILA ESPINO 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/their 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 5th day of Dec - OFFICIAL SEAL 1988

My commission expires 5-1-1989 DAN STAVIS, NOTARY PUBLIC, STATE OF ILLINOIS, 618/982

STATE OF ILLINOIS } COUNTY OF } 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 Dan Stavis Address 6246 N. Pulaski Rd., Chicago, IL 60646 DOCUMENT NUMBER 7/88

ASSIGNMENT OF MORTGAGE

UNOFFICIAL COPY

For consideration paid: HALLMARK 12015 holder of the within

mortgage, from MARTIN GARRIA, JAMES HERMILA ESANO

to HALLMARK 12015 dated 11-8-88

and intended to be recorded with Recording Office of Cook County IL.  
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 THEREOF, HALLMARK 12015  
DAN STAVINS

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 22 day of Dec 1988

By X Dan Hermila (Pres)  
Duly 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, \_\_\_\_\_ My commission expires \_\_\_\_\_ 19\_\_\_\_  
Notary Public

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF ILL COUNTY OF Cook SS. \_\_\_\_\_ 1988

Then personally appeared the above named DAN STAVINS the Pres/Sec

foregoing assignment to be the free act and deed of said officer and said corporation and that the seal affixed to this instrument is the Corporate seal of said corporation.

Before me, \_\_\_\_\_ My commission expires 7-13 1991  
Notary Public  
GARY C. MAIER  
MY COMMISSION S 7/13/91

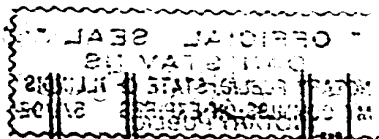
ACKNOWLEDGEMENT BY PARTNERSHIP

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.

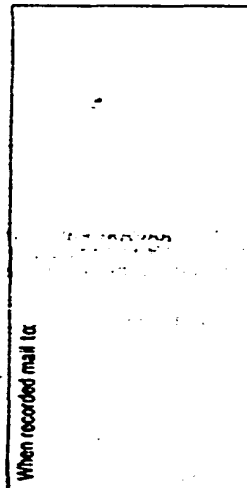
Before me, \_\_\_\_\_ My commission expires \_\_\_\_\_ 19\_\_\_\_  
Notary Public

89103911



REAL ESTATE MORTGAGE STATUTORY FORM

ASSIGNMENT OF MORTGAGE



RECORDING 13.00  
00103911  
CHECK 13.00  
11.10

89103911

# UNOFFICIAL COPY

3 9 1 0 3 9 1 1

Lot 2) in Block 1 in Becker's Addition to Rogers Park, a Subdivision of Parts of Lots 2, 3, 4 in Partition of North  $\frac{1}{2}$  of South  $\frac{1}{2}$  of the South East  $\frac{1}{4}$  of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, lying East of a strip of land 17 feet wide conveyed by Jacob Rehn and wife to Chicago Northwestern Railroad Company dated April 29, 1903 and recorded June 26, 1903 in Book 8205/602 as Document 3409799, in Cook County, Illinois.

Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

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