

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

UNOFFICIAL COPY Real Estate Index No 16-25-108-036 89103917 (This space for Recorder's use only)

THIS INDENTURE WITNESSETH THAT Miguel Gomez and Rosa Gomez

2336 S ALBANY (Buyer's Address) City of CHICAGO State of Illinois, Mortgagor(s)

WINDY CITY EXTERIORS, INC (Contractor) Mortgaggee

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 \$ 11996.04 being payable in 84

consecutive monthly installments of 142.81 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 Mortgaggee, 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, Mortgaggee, 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 five per annum, shall be due on demand and shall be added to the indebtedness secured by this mortgage. If default is 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 Mortgaggee, his or its attorneys or assign, become immediately due and payable, and this mortgage may be immediately foreclosed to pay the same, and it shall be lawful for Mortgaggee, his or its attorneys or assign, 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(S) TO MAINTAIN Fire and Extended Coverage or other physical damage insurance for the benefit of the Mortgaggee, 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 attorney's fees, to be included in the decree, and all moneys advanced for taxes, assessments, liens, insurance and other charges, the same shall be paid the sums provided for in said Retail Installment Contract, whether due and payable by the terms thereof or not.

DATED this 3rd day of NOVEMBER AD 19 88 89103917

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS Miguel Gomez Mortgagor

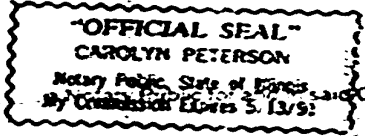
Rosa Gomez Mortgagor Sam Rappa Subscribing Witness

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 2336 S ALBANY COUNTY OF COOK }

Carolyn Peterson a Notary Public for and in said County, do hereby certify that Sam Rappa the subscribing witness to the foregoing instrument personally known to me, who, being by me duly sworn, did depose that he/she resides at 4117 N WILKINSON that he/she knows said Miguel Gomez and Rosa Gomez to be the individuals 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 2nd day of January 19 89 My commission expires 5-13-1989 Carolyn Peterson (NOTARY PUBLIC)



STATE OF ILLINOIS } COUNTY OF } that and this 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 19th day of 19 My commission expires 19 (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY Matt Cohen Address 4570 Lawrence Chicago, Illinois, 60630

DOCUMENT NUMBER

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## ASSIGNMENT OF MORTGAGE

For consideration paid Windy City Exteriors, Inc holder of said within mortgage, from Miguel Gomez and Rosa Gomez dated 1-3-88 to Windy City Exteriors, Inc

and intended to be recorded with Cook County Recorder's 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.

WITNESS my (our) hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

IN WITNESS THEREOF, JEFFREY SCHWARTZ  
Windy City Exteriors, Inc.  
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 12 day of January 1989

By JH JH  
Secretary (Corporate Only) Duty Authorized Representative of Officer and Trust

### 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 \_\_\_\_\_ 1-12 1989

Then personally appeared the above named JEFFREY SCHWARTZ the PRESIDENT of WINDY CITY EXTERIORS, INC. and acknowledged the foregoing assignment to be the free act and deed of said officer and said corporation and the seal affixed to said instrument is the corporate seal of said corporation.

Before me Carolyn Peterson My commission expires 5-13 1991  
Notary Public

### 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

89103917

REAL ESTATE MORTGAGE STATUTORY FORM

Miguel Gomez  
Rosa Gomez

Windy City Exteriors

ASSIGNMENT OF MORTGAGE

Windy City Exteriors to

The Dartmouth Plan Inc

1300

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

RECORDING 13.00  
89103917 14.00  
11.00  
11.00

Space below for Recorder's use only

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# UNOFFICIAL COPY

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the following described Real Estate situated in the  
County of Cook in the State of Illinois, to wit:

Lot 202 in Dr. William Peppers Douglas Park Addition, in the  
North West Quarter (1/4) in Section 25, Township 39 North,  
Range 13, East of the Third Principal Meridian, in Cook County,  
Illinois.

SAID PREMISES ARE KNOWN AS AND BY: 2336 South Albany, Chicago, Illinois 60623  
REAL ESTATE INDEX NO: 16-25-108-036

Property of Cook County Clerk's Office

89103917

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