

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

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(This space for Recorder's use only)

THIS INDENTURE WITNESSETH THAT John H. Malone & Willie M. Malone

7931 S. Langley City of Chicago, Ill. 60619 State of Illinois, Mortgagor(s)

(Buyer's Address) MORTGAGE and WARRANT to Hallmark Builders Inc.

6246 N. Pulaski Rd. Chicago, IL 60646 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 \$ 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 Mortgagee(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 18 day of January, AD 19 89

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. John H. Malone Mortgagee (SEAL)

Willie M. Malone Mortgagee (SEAL)

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 7931 S. Langley COUNTY OF Cook } Chicago, IL 60619

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 7931 S. Langley Chgo, IL 60619

that he/she knows said 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 18 day of January, 19 89

My commission expires 19 (NOTARY PUBLIC)

STATE OF ILLINOIS } COUNTY OF Cook } ss

I, Dan Stavins, a Notary Public for and in said County, do hereby certify that John H. Malone and Willie M. Malone (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 18 day of January, 19 89

My commission expires (NOTARY PUBLIC) Dan Stavins

THIS INSTRUMENT WAS PREPARED BY Dan Stavins 6246 N. Pulaski Rd. Chgo, IL 60646

DOCUMENT NUMBER

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## ASSIGNMENT OF MORTGAGE

For consideration paid, Hallmark Builders Inc. holder of the within mortgage, from John H. Malone & Willie M. Malone to Hallmark Builders Inc. dated Jan 18, 1989

and intended to be recorded with Recorders Office (Registrar of Titles) Cook County 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 13 day of Jan, 1989

By Don Stevens Secretary (Corporate Seal) and Don Stevens Duty Authorized (Wife of Officer and Title)

### ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF Illinois COUNTY OF Cook SS. 13 1989

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

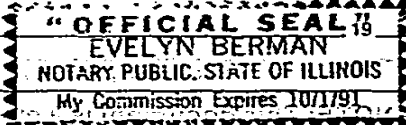
Before me, [Notary Signature] My commission expires 19

### ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF Illinois COUNTY OF Cook SS. 1/18 1989

Then personally appeared the above named Don Stevens the President of Hallmark Builders 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, X Evelyn Berman My commission expires XX



### ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF Illinois COUNTY OF Cook SS. 13 1989

Then personally appeared the above named John H. Malone & Willie M. Malone a General Partner of Hallmark Builders Inc. 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 19

REAL ESTATE MORTGAGE STATUTORY FORM  
John H. Malone & Willie M. Malone  
 TO  
Hallmark Builders Inc.  
 ASSIGNMENT OF MORTGAGE  
Hallmark Builders, Inc.



When recorded mail to:  
 MORTGAGE DEPARTMENT  
 THE DARTMOUTH PLAN, INC.  
 1301 FRANKLIN AVENUE  
 GARDEN CITY, N.Y. 11530

COOK COUNTY RECORDER  
 DEPT-01  
 45555 FRANKLIN AVE  
 GARDEN CITY, NY 11530  
 1444-00  
 99-136963  
 \$13.00

Space below for Recorder's use only  
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LOT 16 IN BLOCK 2 IN CHATHAM FIELDS BEING A SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION  
34, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
REAL ESTATE INDEX NUMBER: 20-34-206-012 SAID PREMISES ARE KNOWN AS AND BY: 7931 S. LANGLEY,  
CHICAGO, IL 60619

Property of Cook County Clerk's Office

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