

ILLINOIS REAL ESTATE MORTGAGE

Real Estate Index no 89138430 (This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT Wallace Armstrong & Leola Woodson AKA Leola Lewis

5948 S. Stewart City of Chicago, State of Illinois, Mortgagor(s)

MORTGAGE and WARRANT to A-1 Lumber & Construction Co., Inc. 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 \$ 17,811.60 being payable in 120

consecutive monthly installments of \$148.43 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, and 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 7th day of November A.D. 19 88

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. X Wallace Woodson (SEAL) Wallace Woodson Mortgagee Wallace Armstrong (SEAL) Leola Woodson (SEAL) Leola Lewis Mortgagee

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 5948 S. Stewart COUNTY OF Cook } ss. Chicago, Il. 60621

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/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 28th day of DECEMBER, 19 88

My commission expires 11-18 19 92 Andrew J. Galiardo (NOTARY PUBLIC)

STATE OF ILLINOIS } COUNTY OF Cook } ss. Andrew J. Galiardo, a Notary Public for and in said County, do hereby certify that Wallace Armstrong AKA Wallace Woodson and Leola Woodson AKA Leola Lewis (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 7th day of November, 19 88

My commission expires _____, 19 _____ X (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY Name David M. Schlessinger Address 3550 W. Peterson Ave Suite #305 Chicago, Il. 60659

DOCUMENT NUMBER 7/87

UNOFFICIAL COPY

ASSIGNMENT OF MORTGAGE
 For consideration paid 89138430 WALLACE ARMSTRONG (Contractor) LEOLA WOODSON (Contractor) holder of the within
 mortgage, from WALLACE ARMSTRONG LEOLA WOODSON LEOLA LEWIS AKA
 to A-2 LUMBER & CONST. CO. INC. dated 11-7-88
 and intended to be recorded with RECORDERS OFFICE OF 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.
 (Individual and Partnership Signature) (Corporate Signature)

WITNESS my (our) hand(s) and seal(s) this _____ day of _____, 19 _____

IN WITNESS THEREOF, DAVID M. SCHLESSINGER
A-2 LUMBER & CONST. CO. INC.
 (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 7th day of NOVEMBER, 19 88

David M. Schlessinger
 Secretary (Corporate Only)

By David M. Schlessinger
 Duty 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 ILLINOIS COUNTY OF COOK SS. _____, 11-7- 19 88

Then personally appeared the above named DAVID M. SCHLESSINGER the PRES. of A-2 LUMBER & CONST. CO. 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, Paul J. [Signature] My commission expires 11-18- 19 92
 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 SEP (-) 1, 19 _____ \$13.00
 Notary Public

143555 TRAM 2242 03/30/89 10:45:00
 34574E 89-138430
 COOK COUNTY RECORDER

89138430

REAL ESTATE MORTGAGE STATUTORY FORM
WALLACE ARMSTRONG AKA WALLACE ARMSTRONG, LEOLA WOODSON AKA LEOLA LEWIS
A-2 Lumber & Const
ASSIGNMENT OF MORTGAGE
A-2 Lumber & Const
90
The Dartmouth Plan, Inc

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



124/2

89138430

UNOFFICIAL COPY

The West 91 feet of lot 21, in Block 1, in Wright, Embreese and Ayre's Subdivision of Lot 33 in School Trustees, Subdivision of Section 16, Township 38, North Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
SAID PREMISES ARE KNOWN AS AND BY: 5948 South Stewart, Chicago, Illinois
REAL ESTATE INDEX NO: 20-16-306-040

Property of Cook County Clerk's Office
62138130