

ILLINOIS **UNOFFICIAL COPY**
REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

13-33-316-009
69138459
(This space for Recorder's use only)

THIS INSTRUMENT WITNESSETH, THAT Michael A Brown AKA, McArthur
Polack and NEIDRA MASSIE BROWN AKA NEIDRA MASSIE
1735 N. LOREL City of CHICAGO State of Illinois, Mortgagor(s),
(Buyer's Address)

MORTGAGE and WARRANT to Second City Construction Co. Inc.
3006 W Diversey CHICAGO ILL. 60647 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 \$ 13724.40 being payable in 120

consecutive monthly installments of 114.37 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 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 24th day of October AD 19 88

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. Neidra A. Massie aka Neidra A. Massie Brown
NEIDRA MASSIE AKA NEIDRA MASSIE BROWN

Subscribing Witness (SEAL) Michael A. Polack aka Michael Polack (SEAL)
Michael A. Polack

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 signed at _____

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.

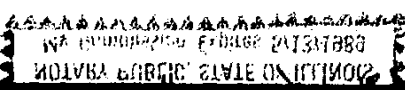
Given under my hand and notarial seal this _____ day of _____, 19 _____

My commission expires _____, 19 _____ (NOTARY PUBLIC)

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, Cary Martin, a Notary Public for and in said County, do hereby certify that Michael Brown aka McArthur Brown and NEIDRA BROWN aka Neidra Massie (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 24th day of October, 19 88



69138459

ASSIGNMENT OF MORTGAGE

UNOFFICIAL COPY

For consideration paid, Second City Construction Co. Inc. holder of the within mortgage of Michael A Brown aka Michael Pollock Neidra Brown aka Neidra Massie to Second City Construction Co. Inc. dated Oct 29, 1988

and intended to be recorded with Cook County Recorder 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 29th day of October 1988 IN WITNESS THEREOF Meir Kenig Second City Construction 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 29th day of October 1988

By Meir Kenig Secretary (Corporate Only) Meir Kenig Duty Authorized (Name of Officer and Title)

ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF Illinois COUNTY OF Cook SS. Meir Kenig and acknowledged the foregoing assignment to be his (her) free act and deed. Before me, Cory Meir Notary Public My commission expires 5-13 1989

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF Illinois COUNTY OF Cook SS. Meir Kenig the President of Second City Construction 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, Cory Meir Notary Public My commission expires 5-13 1989



ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF Illinois COUNTY OF Cook SS. Meir Kenig a General Partner of Second City Construction Co. 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, Cory Meir Notary Public My commission expires 5-13 1989

89138459

DEPT-01 1301 FRANKLIN AVENUE GARDEN CITY, N.Y. 11530 COOK COUNTY RECORDER # 89138459

REAL ESTATE MORTGAGE STATUTORY FORM
MICHAEL A BROWN AKA MICHAEL POLLOCK
NEIDRA A BROWN AKA NEIDRA MASSIE
Second City Construction
ASSIGNMENT OF MORTGAGE
Second City Construction
The Dartmouth Plan, Inc.
THE DARTMOUTH PLAN, INC.
1301 FRANKLIN AVENUE
GARDEN CITY, N.Y. 11530

89138459

UNOFFICIAL COPY

Lot 32 in Block 3 in Ullmann's Subdivision of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the West $\frac{1}{3}$ of the South 20 Acres of the West 26.60 Chains of the South east $\frac{1}{4}$ of Section 33, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

SAID PREMISES ARE KNOWN AS AND BY: 1735 North Lorel, Chicago, Illinois 60639
Permanent Index Number 13-33-316-009

Property of Cook County Clerk's Office
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