

ILLINOIS REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

UNOFFICIAL COPY

19-24-224-014

83139307

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT MICHAEL A SALERNO SR AND SUZANNE SALERNO 6645 S. CALIFORNIA City of CHICAGO State of Illinois, Mortgagor(s), MORTGAGE and WARRANT to DAVENPORT CONSTRUCTION CO 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 \$ 14781.60 being payable in 120

consecutive monthly installments of 123.18 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 the 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 31 day of JANUARY A.D. 19 89 MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. Mortgagor

Subscribing Witness (SEAL) Mortgagor (SEAL) (Type or print names beneath signatures)

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 6645 S. CALIFORNIA COUNTY OF } ss. I, a Notary Public for and in said County, do hereby certify that 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 My commission expires 19 (NOTARY PUBLIC)

STATE OF ILLINOIS } COUNTY OF COOK } ss. MARCIA BILFELD a Notary Public for and in said County, do hereby certify that MICHAEL A SALERNO SR and SUZANNE SALERNO (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 31 day of JANUARY 19 89 My Commission expires 1/1/89 (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY Name MARCIA BILFELD Address 10742 S. WOODSTOCK Chicago, Illinois 60643. DOCUMENT NUMBER 1/88

UNOFFICIAL COPY

ASSIGNMENT OF MORTGAGE

For consideration paid, DAVENPORT COURT PO, holder of the within
 mortgage, from MICHAEL A SALERNO SR + SUZANNE SALERNO
 to DAVENPORT COURT PO dated 1/3/89

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 14TH IN WITNESS THEREOF, _____

day of FEBRUARY 1989 _____

[Signature]
 Contractor (Individual or Partnership)

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 _____ day of _____ 19 _____

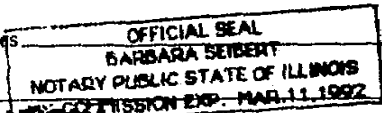
By _____ Secretary (Corporate Only) Duly Authorized (Name of Officer and Title)

ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF ILLINOIS COUNTY OF COOK SS. 2-14- 19 89

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

Before me, Barbara Seibert My commission expires _____ 19 _____
 Notary Public



ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF _____ COUNTY OF _____ SS. _____ 19 _____

Then personally appeared the above named _____, the _____ of _____, 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, _____ My commission expires _____ 19 _____
 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

DEPT-01 \$13.00
 T#5555 TRAN 2154 03/30/89 09:24:00
 #3527 + E 89-138307
 COOK COUNTY RECORDER

20383153

REAL ESTATE MORTGAGE STATUTORY FORM

TO

ASSIGNMENT OF MORTGAGE

When recorded mail to:



Space below for Recorder's use only

13.00

89138317

UNOFFICIAL COPY

59133307

LOT SEVEN (7) IN BLOCK THIRTEEN (13) IN ELMORE'S MARQUETTE PARK ADDITION BEING A RESUBDIVISION OF PART OF BLOCKS FOUR (4), SIX (6), ELEVEN (11), TWELVE (12) AND THIRTEEN (13), IN AVONDALE, AN ADDITION TO CHICAGO IN THE WEST HALF OF THE NORTH EAST QUARTER OF SECTION TWENTY-FOUR (24), TOWNSHIP THIRTY-EIGHT (38) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SAID PREMISES ARE KNOWN AS AND BY: 6645 California, Chicago, Illinois 60629
REAL ESTATE INDEX NO: 19-24-224-014

Property of Cook County Clerk's Office

83138307