

ILLINOIS REAL ESTATE MORTGAGE

UNOFFICIAL COPY

83144932

(Please print or type all names and addresses)

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT MARVIN C. KOTH AND ELAINE J. KOTH

946 WHITEFIELD City of NORTHBROOK State of Illinois, Mortgagor(s)

(Buyer's Address) MORTGAGE and WARRANT to DEVITO CONSTRUCTION INC. (Contractor) 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 \$ 12,170.76 being payable in 84

consecutive monthly installments of 144.89 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 2ND day of DECEMBER, 1988

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. (Signatures of Marvin C. Koth, Elaine J. Koth, and Marie Devito)

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 946 WHITEFIELD COUNTY OF COOK } ss. NORTHBROOK, IL. JOE DEISENROTH, a Notary Public for and in said County, do hereby certify that MARIE DEVITO, the subscribing witness to the foregoing instrument personally known to me, who, being by me duly sworn, did depose that he/she resides at 3730 KNOLLWOOD LANE - GLENVIEW that he/she knows said MARVIN C. KOTH & ELAINE J. KOTH 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 22 day of December, 1988. My commission expires 6-21-1989. (Notary Public Signature)

STATE OF ILLINOIS } and (his/her spouse) COUNTY OF } ss. 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 as 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 ___ day of ___, 19___. My commission expires ___, 19___. (Notary Public Signature)

THIS INSTRUMENT WAS PREPARED BY Name MARIE DEVITO Address 3730 KNOLLWOOD LANE - GLENVIEW, IL.

DOCUMENT NUMBER

89144932

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ASSIGNMENT OF MORTGAGE

For consideration paid, DEVITO CONSTRUCTION INC. holder of the within
 mortgage, from MARVIN C. KOTH AND ELAINE J. KOTH
DEVITO CONSTRUCTION INC.
 to _____ dated 12-2-88

and intended to be recorded with RECORDER'S OFFICE 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, _____
MARIE DEVITO/DEVITO CONSTRUCTION

 Contractor (Individual or Partnership)
Marie Devito
 Secretary (Corporate Only)

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 18TH day of DEC., 19 88
 By Marie Devito
 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. _____ DEC. 18, 19 88
 Then personally appeared the above named MARIE DEVITO the PRES.
 of DEVITO CONSTRUCTION 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, _____ My commission expires 6-21, 19 89
 Notary Public

ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF _____ COUNTY OF _____ S. _____ 19 _____
 Then personally appeared the above named _____ a partnership, and acknowledged the foregoing
 and deed of said partnership.
 Before me, _____ My commission expires _____ 19 _____
 Notary Public

DEPT-01 \$13.00
 15555 TRAM 3103 04/03/89
 89-144932
 COOK COUNTY RECORDER

89144932

REAL ESTATE MORTGAGE STATUTORY FORM

Marvin C. Koth
Elaine J. Koth
Devito Construction Inc.

ASSIGNMENT OF MORTGAGE

Devito Construction Inc.
To

The Dartmouth Plan Inc.

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

Space below for Recorder's use only

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2/28/89

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The northeasterly 30 feet of 16 (measured at right angle to the northeasterly line thereof) and lot 17 (except the northeasterly 25 feet measured at right angles to the thereof) together with that part of lot 14 lying notheasterly of a line 30 feet southerly and parallel to the northeasterly line of lot 16 produced northeasterly line of said lot 14, all in Block 5 in Hughes Brown Moore Corporation's "Collinswood", being a subdivision of part of the E 1/2 of the SE 1/4 of section 11, Township 42 North, Range 12, East of the 3rd Principal Meridian in Cook County Illinois.

Real Estate Index Number:04-11-210-035

Said premises are known as + by :946 Whitefield, Northbrook, Il.
60062

Property of Cook County Clerk's Office
89144932

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