

ILLINOIS REAL ESTATE MORTGAGE

UNOFFICIAL COPY

Real Estate Transfer Number 13-24-304-023 89153669

(Please print or type all names and addresses)

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT DWIGHT BEARD and BRIDGET BEARD

3505 N. Whipple City of CHICAGO State of Illinois, Mortgagor(s)

MORTGAGEE and WARRANT to Windy City Exteriors, Inc. 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 \$ 45,444.60 being payable in 120

consecutive monthly installments of 252.47 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 22 day of DECEMBER, AD. 19 88

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS.

Dwight Beard Mortgagee (SEAL)

Subscribing Witness (SEAL)

Bridget Beard 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 COUNTY OF Cook } ss. This Mortgage was signed at 3505 N. Whipple

I, CAROLYN PETERSON a Notary Public for and in said County, do hereby certify that STUART IVANKA the subscribing witness to the foregoing instrument,

personally known to me, who being by me duly sworn, did depose that he/she resides at 222 E. SPARSON

that he/she knows said DWIGHT BEARD and BRIDGET BEARD 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 herein.

Given under my hand and notarial seal this 10th day of FEB. 19 89

My commission expires 5-13, 19 91 Carolyn Peterson (NOTARY PUBLIC)

STATE OF ILLINOIS COUNTY OF } ss. OFFICIAL SEAL CAROLYN PETERSON

I, CAROLYN PETERSON a Notary Public for and in said County, do hereby certify

that and (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 day of 19

My commission expires 19 (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY

Name Tillie Cohen Address 4570 W. Lawrence, Ill.

11/87 © TDP Inc 1985

89153669

DOCUMENT NUMBER

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ASSIGNMENT OF MORTGAGE

For consideration paid Windy City Exteriors, Inc. (Contractor) holder of the within mortgage, from DWIGHT BEARD and BRIDGET BEARD (Buyer) to Windy City Exteriors, Inc. (Contractor) dated 12-22-88

and intended to be recorded with Cook County Recorder's Office immediately prior here to 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 _____ day of _____, 19____. In WITNESS THEREOF, Jeffrey Schwartz Windy City Exteriors, 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 10th day of FEB 1989. By [Signature] Truly 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. _____ 1989. Then personally appeared the above named Jeffrey Schwartz the President of Windy City Exteriors, 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, Carolyn Peterson My commission expires 5/13/91 1991. Notary Public

OFFICIAL SEAL
CAROLYN PETERSON
Notary Public, State of Illinois
My Commission Expires 5/13/91

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

1300
[Handwritten signature]

89153669

REAL ESTATE MORTGAGE STATUTORY FORM
Dwight Beard
Bridget Beard
Windy City Exteriors, Inc.
ASSIGNMENT OF MORTGAGE
Windy City Exteriors, 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

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The South 10 feet of Lot 14 and North 20 feet of Lot 15 in Block 1 in Joseph Bickerdike's Third Subdivision in the Southwest 1/4 of Section 24, Township 40 North, Range 13, East of the Third Principal Meridian In Cook County, Il.

Said premises are known as + by: 3505 N. Whipple ,Chicago,Il 60618
Real Estate Index Number:13-24-304-023.

Property of Cook County Clerk's Office

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