

ILLINOIS REAL ESTATE MORTGAGE

UNOFFICIAL COPY

Number 89171197

01-11-102-008

(01-11-197-004)

(Please print or type all names and addresses)

THIS INDENTURE WITNESSETH, THAT J. Samuel Keller and Kay A Keller

1499 Bonita City of Lake County State of Illinois Mortgagee Meier's Masterbilt Mfg Co, Inc

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 \$33882.00 being payable in 120

consecutive monthly installments of 282.35 each, commencing two (2) months 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 thereof,

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 the full value thereof, and 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; and 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 all other charges to be included in the decree, and all moneys advanced for taxes, assessments, liens, insurance and other charges, the balance 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 AD 1988

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

Subscribing Witness (SEAL) J. Samuel Keller (SEAL) Kay A Keller (SEAL)

NOTE: This document is a mortgage which gives you a lien and its assigns 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 ss COUNTY OF Lake }

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 herein set forth; that he/she, said subscribing witness, was present and saw him/her/they 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 } ss COUNTY OF Lake }

Notary Public for and in said County, do hereby certify that J. Samuel Keller and Kay A Keller (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 1988

My commission expires 4-8 1991 (OFFICIAL SEAL) Notary Public, State of Illinois PUBLIC My Commission Expires 4/8/91

THIS INSTRUMENT WAS PREPARED BY Name: Karel S Meier Address: 135 S. Sayton - Fox Lake, IL 60020

DOCUMENT NUMBER

UNOFFICIAL COPY

For consideration paid, J. Samuel Keller and Kay A. Keller  
mortgages from Meier's Masterbilt Mfg. Co., Inc. 11-7-88  
to Recorders Office of Cook County IL

and intended to be recorded with 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)  
Ronald W. Davies

WITNESS my (our) hand(s) and seal(s) this 28th day of December 1988  
IN WITNESS THEREOF, Meier's Masterbilt Mfg. Co., Inc.  
has caused its corporate seal to be affixed hereto and those presents to be signed on its behalf by its President or a Vice-President or its Treasurer or an Assistant Treasurer duly authorized  
this 28th day of December 1988  
By [Signature] Vice-President

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 Lake SS. \_\_\_\_\_ 12-28 1988  
Then personally appeared the above named Ronald W. Davies the Vice President of Meier's Masterbilt Mfg. Co., Inc. and acknowledged the foregoing assignment to be the free act and deed of said officer and said corporation as well as the best officer of said instrument is the corporate seal of said corporation.  
Before me, Brenda [Signature] My commission expires My Commission Expires Mar. 21, 1990  
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 \_\_\_\_\_ \$13.00  
Notary Public DEPT-01 12355 TRAN 5745 04/12/89 14950400  
\$9.35 + E \* -89-171197  
COOK COUNTY RECORDER

REAL ESTATE MORTGAGE STATUTORY FORM  
J. Samuel Keller  
Kay A. Keller  
Meier's Masterbilt Mfg. Co.  
ASSIGNMENT OF MORTGAGE  
Meier's Masterbilt Mfg. Co.  
The Dartmouth Plan, Inc.

When returned mail to  
MORTGAGE RECORDING DEPARTMENT  
THE DARTMOUTH PLAN, INC.  
1301 FRANKLIN AVENUE  
GARDEN CITY, N.Y. 11530  
Space below recorder's use only

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Lot 4 in Kathoon Subdivision being a resubdivision of part of lot "K" in Kirchoff's subdivision of the Northwest Quarter of the Northwest Quarter of the Northern Chain of the Southwest Quarter of the Northwest Quarter, Section 11, Township 41 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded July 21, 1987 as document 87400753 in Cook County, IL.

Real Estate Index Number: 08-11-102-008 (08-11-197-004)

Said premises are known as + by: 1439 Bonita, Mount Prospect IL. 60056

Property of Cook County Clerk's Office

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11/15/2011