

ILLINOIS REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

UNOFFICIAL COPY

Real Estate Index Number

17-35-105-019

(This space for Recorder's use only)

69181074

THIS INDENTURE WITNESSETH, THAT Edward Murtaugh and Corrine Murtaugh

3141 South Parnell City of Chicago State of Illinois, Mortgagee(s).

(Buyer's Address) MORTGAGE and WARRANT to J & J Remodeling, Inc.

(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 \$ 38,055.60 being payable in 180

consecutive monthly installments, of \$211.42 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 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 Mortgagee(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(S) 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 10 day of December AD 1988

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

EDWARD MURTAUGH

CORRINE MURTAUGH

Subscribing Witness: Joseph Borowicz

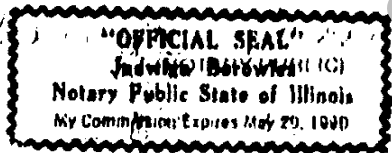
NOTE: This document is a mortgage which gives your contractor and its assignees a security interest in your property. The mortgage is taken as collateral for the performance of your obligations under your home improvement contract.

STATE OF ILLINOIS } This Mortgage was signed at 3141 South Parnell
COUNTY OF COOK } Chicago, Illinois

I, Jadwiga Borowicz, a Notary Public for and in said County, do hereby certify that Joseph Borowicz, the subscribing witness to the foregoing instrument, personally known to me, who, being by me duly sworn, did depose that he/she resides at 3520 S. Damen Avenue (that he/she knows said Edward Murtaugh and Corrine Murtaugh to be the individual(s) described in, and who executed, said instrument as his/hers/their free and voluntary act, for the uses and purposes therein set forth; that he/she, said subscribing witness, was present and saw he/hers/their 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 10th day of December, 1988

My commission expires 5/29 1990



STATE OF ILLINOIS }
COUNTY OF COOK }
I, 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) who 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/hers/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 Joseph Borowicz
Address 4552 S MADRIEN, CHICAGO ILL 60632

DOCUMENT NUMBER

UNOFFICIAL COPY

ASSIGNMENT OF MORTGAGE

For consideration paid, J & J REMODELING, INC. holder of the within

mortgage, from Edward Murtaugh and Corrine Murtaugh

to J & J REMODELING, INC. dated 12/10/88

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 _____

day of _____, 19 _____

IN WITNESS THEREOF, Joseph Borowicz

J & J REMODELING, INC.

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 11th day of March, 1989

By Joseph Borowicz 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 COOK SS. _____ 3/11 19 89

Then personally appeared the above named Joseph Borowicz the President

of J & J REMODELING, 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 5/29/ 19 90

JADWIGA BOROWICZ
Notary Public, State of Illinois
My Commission Expires May 29, 1990

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

RECORDED

55181074

REAL ESTATE MORTGAGE STATUTORY FORM
Edward Murtaugh
Corrine Murtaugh
TO
J & J Remodeling, Inc.
ASSIGNMENT OF MORTGAGE
J & J Remodeling, Inc.
TO
The Dartmouth Plan, Inc.

1300 of 1300
18181074

RECORDER'S OFFICE
\$13.00
TRAN. 04/29/89 18181074
189-181074
COOK COUNTY RECORDER
When recorded mail to:
RECORDER'S OFFICE
THE DARTMOUTH PLAN, INC.
1301 FRANKLIN AVENUE
GARDEN CITY, N.Y. 11530
Space below is Recorder's use only

UNOFFICIAL COPY

69181072

Property of Cook County Clerk's Office

Said premises are known as + by: 3141 South Parnell, Chicago, Ill. 60616
Real Estate Index Number: 17-35-105-019

Lot twenty-two (22) in sub block one (1) of the subdivision
of block six (6) of the Canal Trustees' subdivision of
section thirty-three (33), Township thirty-nine (39) North,
Range fourteen (14), East of the Third Principal Meridian,
in Cook County, Illinois