

ILLINOIS REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

Real Estate Index Number

UNOFFICIAL COPY

89245506

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT CESAR PEREZ and ESPERANZA PEREZ

3149 S. Komewsky City of CHICAGO State of Illinois, Mortgagor(s)

(Buyer's Address) MORTGAGE and WARRANT to WINDY CITY EXTERIORS, 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 \$ 7105.20 being payable in 60

consecutive monthly installments of 118.92 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 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; If on 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 18th day of MARCH AD. 19 89

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. Cesar Perez Mortgagor (SEAL)

Subscribing Witness (SEAL) Esperanza Perez 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 3149 S. Komewsky COUNTY OF COOK } ss.

I, Tillie Cohen a Notary Public for and in said County, do hereby certify that Luis Hartman, the subscribing witness to the foregoing instrument,

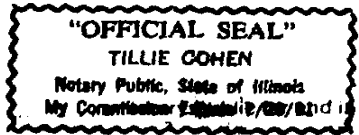
personally known to me, who, being by me duly sworn, did depose that he/she resides at 2717 N. Fairfield

that he/she knows said Cesar Perez and Esperanza Perez 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 14th day of APRIL 19 89

My commission expires 7-20 19 91 Tillie Cohen (NOTARY PUBLIC)

STATE OF ILLINOIS } COUNTY OF COOK } ss.



I, (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 of 13.00 1989 and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this day of 1989

My commission expires 1989 (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY Name DARLENE WADDELL Address 4520 W. LAWRENCE

8/87 © TDP Inc 1985 DEPT. OF REVENUE 69030 * E * -89-245586 COOK COUNTY RECORDER 89245506 13.00 DOCUMENT NUMBER 7/88

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ASSIGNMENT OF MORTGAGE

For consideration paid Windy City Exteriors, Inc. (Contractor) holder of the within
 mortgage, from Cesar Perez and Esperanza Perez
 to Windy City Exteriors, Inc. (Contractor) dated 3-18-89

and intended to be recorded with COOK COUNTY RECORDERS OFFICE
 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 _____ '9 _____

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 14th day of APRIL 19 89

[Signature] Pres.
 (Corporate Only)

By [Signature] Pres.
 (Duly Authorized Name of Officer and Title)

ACKNOWLEDGEMENT BY INDIVIDUAL

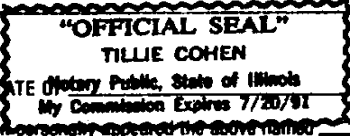
THE STATE OF _____ COUNTY OF _____ SS. _____ 19 _____
 Then personally appeared the above named _____ and acknowledged the foregoing
 assignment to be his (her) free act and deed.
 Before me, _____ My commission expires _____ 19 _____
 Notary Public

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF Illinois COUNTY OF COOK SS. _____ 19 89
 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, Tillie Cohen My commission expires 7-30 19 91
 Notary Public

ACKNOWLEDGEMENT BY PARTNERSHIP

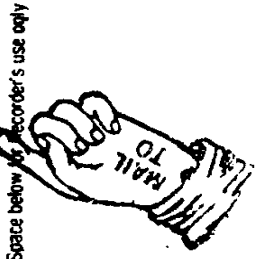
THE STATE (Notary Public, State of Illinois) _____ COUNTY OF _____ SS. _____ 19 _____
 My Commission Expires 7/20/91
 Then personally appeared the above named _____ a General Partner of
 _____, a partnership, and acknowledged the foregoing assignment to be his free act and deed and the free act
 and deed of said partnership.
 Before me, _____ My commission expires _____ 19 _____
 Notary Public



89245596

REAL ESTATE MORTGAGE
 STATUTORY FORM
 Cesar Perez
 Esperanza Perez
 TO
 Windy City Exteriors
 ASSIGNMENT OF MORTGAGE
 Windy City Exteriors
 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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8 9 2 4 5 5 3 6

Lot 20 in E. J. Panos' Resubdivision of Lots 23 to 46, both inclusive in Block 1, and Lots 27 to 34, both inclusive in Block 2 in Horace R. Hughes Subdivision of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 34, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Said premises are known as + by; 3149 S. Komewsky, Chicago, Il. 60623
Real Estate Index Number; 16-34-204-024

Property of Cook County Clerk's Office

89245536