

ILLINOIS
REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

UNOFFICIAL COPY

Real Estate Index Number

16-26-416-022 89245605

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT Daniel Orozco and Mariannela Orozco

2800 S. Drake

City of Chicago

State of Illinois, Mortgagor(s).

(Buyer's Address)

MORTGAGE and WARRANT to Windy City Exteriors, Inc.

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 \$ 16,893.60 being payable in 120

consecutive monthly installments of 140.78 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

4th day of MARCH

A.D. 19 89

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

Daniel Z. Orozco Mortgagor

(SEAL)

Sam Rappa
Subscribing Witness

(SEAL)

Mariannela Orozco Mortgagor

(SEAL)

NOTE: This document is a mortgage which gives your contractor 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

COUNTY OF Cook

This Mortgage was signed at 2800 S. Drake

I, Carolyn Peterson

that SAM RAPP

personally known to me, who, being by me duly sworn, did depose that he/she resides at 4147 W. Western

that he/she knows said Daniel Orozco and Mariannela Orozco 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/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

13th day of APRIL

19 89

My commission expires

5-13, 19 91

Carolyn Peterson

(NOTARY PUBLIC)

\$13.00

STATE OF ILLINOIS

COUNTY OF

ss.

"OFFICIAL SEAL" 16555 TRAN 2107 05/31/89 11:2400
CAROLYN PETERSON 49949 & E *89-245605
Notary Public, State of Illinois
My Commission Expires 5/13/91

that Carolyn Peterson 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 herein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this

day of

89245615

My commission expires

19

(NOTARY PUBLIC)

13.00

THIS INSTRUMENT WAS PREPARED BY

Name Tillie Cohen

Address 4520 W. Lawrence Ave, Chicago, IL

UNOFFICIAL COPY

For consideration of the said WINDY CITY EXTERIORS, INC. holder of the within
mortgage, from DANIEL OROZCO and MARIANELA OROZCO
to WINDY CITY EXTERIORS, INC. dated 3-4-89

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

IN WITNESS THEREOF, JEFFREY SCHWARTZ

day of _____, 19 _____

WINDY CITY EXTERIORS, 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 13th day of APRIL, 19 89

By JEFFREY SCHWARTZ 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, CAROLYN PETERSON My commission expires 5-13, 19 91
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 _____, 19 _____
Notary Public

"OFFICIAL SEAL"
CAROLYN PETERSON

Notary Public, State of Illinois
My Commission Expires 5/13/91

89245505

REAL ESTATE MORTGAGE
STATUTORY FORM

Daniel & Mariamela O. Orozco

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

Space below for Recorder's use
MAIL TO
RECORDER

UNOFFICIAL COPY

8 9 2 4 5 6 0 5

Lots 49 and 50 in Grey's subdivision of the east three quarters of blocks 16 in Steel's subdivision of the south east quarter and the east half of the south west quarter of section 26, township 39 north, range 13, east of third principal meridian, in Cook County.

Said premises are known as + by; 2800 S. Drake, Chicago, Il. 60623
Real estate index number; 16-26-416-022

Property of Cook County Clerk's Office

89245605