

ILLINOIS REAL ESTATE MORTGAGE (Please print or type all names and addresses)

UNOFFICIAL COPY

Index Number: 16-04-100-023 (This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT Tyree Farris & Alberta Farris 89301493

1501 N. Central City of Chicago State of Illinois, Mortgagee(s)

MORTGAGE and WARRANT to All City remodeling 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 \$ 11,794.80 being payable in 120

consecutive monthly installments of 98.29 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

AND IT IS EXPRESSLY PROVIDED AND AGREED, That the Mortgageor(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 Mortgageor(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 2nd day of May AD. 19 89

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. Tyree Farris Mortgageor (SEAL)

Ron Smith Subscribing Witness (SEAL) Alberta Farris Mortgageor (SEAL)

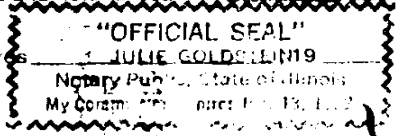
NOTE: This document is a mortgage which gives your contractor and its assignees a security interest in your property. The mortgage is taken as collateral for the performance of your obligations under your home improvement contract.

STATE OF ILLINOIS } This Mortgage was signed at 1501 N. Central COUNTY OF Cook } ss. Chicago, IL

I, Julie Goldstein, a Notary Public for and in said County, do hereby certify that Ron Smith, the subscribing witness to the foregoing instrument,

personally known to me, who, being by me duly sworn, did depose that he/she resides at 5042 W. Livensy that he/she knows said Tyree Farris & Alberta Farris 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 2nd day of May 1989 \$13.00



STATE OF ILLINOIS } COUNTY OF Cook } ss.

I, Julie Goldstein, a Notary Public for and in said County, do hereby certify that Tyree Farris and Alberta Farris (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 2nd day of May 1989

My commission expires 12/31/92 (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY Name Julie Goldstein Address 5042 W. Livensy Chicago, IL 60639

89301493 DOCUMENT NUMBER

UNOFFICIAL COPY

ASSIGNMENT OF MORTGAGE

For consideration paid, _____ holder of the within

mortgage, from _____ (Contractor)

to _____ (Buyer) dated _____

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)

WITNESS my (our) hand(s) and seal(s) this _____

IN WITNESS THEREOF, _____

day of _____, 19 _____

_____ (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

_____ Contractor (Individual or Partnership)

this _____ day of _____, 19 _____

X _____ Secretary (Corporate Only)

By _____ 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 79

Then personally appeared the above named William J. ... the President

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 _____ 19 _____
Notary Public

ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF _____ COUNTY OF _____ SS. _____ 19 _____

Then personally appeared the above named _____ a General Partner of

and deed of said partnership, a partnership, and acknowledged the foregoing assignment to be his free act and deed and the free act

Before me, _____ My commission expires _____ 19 _____
Notary Public

393014933

REAL ESTATE MORTGAGE STATUTORY FORM
Types Farris & Alberta Farris
TO
All City Lending
ASSIGNMENT OF MORTGAGE
All City Lending
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 only

UNOFFICIAL COPY

89301493

LOT 25 IN BLOCK 4 IN KEENEY'S HIGHLAND ADDITION TO AUSTIN, A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. REAL ESTATE INDEX NUMBER: 16-04-100-023 SAID PREMISES ARE KNOWN AS AND BY: 1501 N. CENTRAL, CHICAGO, IL 60651

Property of Cook County Clerk's Office

89301493