

ILLINOIS
REAL ESTATE MORTGAGE

(Please print or type all names and addresses.)

Real Estate Index Number

13-33-219-009

89327134

(This space for Recorder's use only)

THIS OPIENTURE WITNESSETH THAT *Rogelio SALGADO, OFELIA SALGADO, and Cesarino VARGAS*

2131 N HAUEREN

(Buyer's Address)

MORTGAGE and WARRANT to *WINDY CITY EXTERIORS, INC.*

City of

State of Illinois, Mortgagor(s).

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 *17587.20*, being payable in *120*

successive monthly installments of *146.66*, each commencing two (2) months from the date of completion of the property improvement, described herein and Retail Installment Contract (and on the same day of each subsequent month until paid, or any amendment to said Retail Installment Contract or any continuation thereof pursuant to the Illinois Retail Installment Sales Act), together with deficiency and interest thereon, carry the real estate located above, and more fully described on Schedule A attached hereto and made a part hereof.

Together with all personal property, fixtures, fixtures, equipment and profits thereof, situated in the County of *Cook*, State of Illinois, and subject to certain provisions of said premises after any default in payment or breach of any of the covenants or agreements herein contained, except for the right set forth in the Illinois Real Estate Practice Act, that if the Mortgagors shall pay all taxes and assessments upon said premises when due, shall keep said property in good repair, the said Mortgagors shall pay all installments of prior mortgages, debts, fees, charges, expenses and interest thereon when due, and shall keep said premises in good repair. In the event of the failure of Mortgagors to comply with any of the above covenants, Mortgagee, in addition to its other rights and remedies, is authorized, but is not obligated, to either (1) foreclose and the amount paid therefore together with interest thereon at the rate of 8% per annum, shall be due and payable before the date of maturity of the debt or (2) on 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, be due and payable immediately, and the mortgage may be immediately foreclosed to pay the same, and it shall be lawful for Mortgagee to collect by process of assumpsit, to enter into and upon the premises hereby granted, or any part thereof, and to remove, clear and all other encumbrances and profits thereof.

The MORTGAGEE shall MAINTAIN fire and Extended Coverage or other physical damage insurance for the benefit of the Mortgagee, and shall maintain as required under the Flood Disaster Protection Act.

Upon the final discharge of all debts, or payment thereof, there shall be first paid out of the proceeds of such sale all expenses of advertising, court costs and legal expenses, and premium, reasonable attorney's fees, to be included in the decree, and all money advanced for taxes, assessment, sheriff's fees, storage and other charges, thereafter shall be paid the sum provided for in said Total Installment Contract, whether due and payable by the terms thereof or not.

DATED *1-20* *1989* *APRIL*

APR 19 89

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR
REQUIRE BY WITNESS

Rogelio Salgado
Rogelio Salgado
Tillie Salgado

(SEAL)

Cesarino Vargas
Cesarino Vargas

(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

COUNTY OF *Cook*

I, *Tillie Cohen*

that *KENNETH WHEDD*

personally known to me, who being by me duly sworn did depose that he/she resides at *1740 W Wells*, that he/she knows and *Rogelio SALGADO, OFELIA SALGADO and Cesarino VARGAS* be the individuals 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 aforesaid thereto.

GIVEN under my hand and notarial seal this

15th day of *MAY*

19 89

My commission expires:

1-20 1991

Tillie Cohen
(NOTARY PUBLIC)

STATE OF ILLINOIS

COUNTY OF

that personally known to me before some person whose name is carelessly subscribed to the foregoing instrument, appeared before me this day in person, and I acknowledge 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

day of

19

(NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY

Name *Tillie Cohen*

Address *4520 W Lawrence*

DOCUMENT NUMBER

UNOFFICIAL COPY

ASSIGNMENT OF MORTGAGE

For consideration paid Wimoy City Exteriors, Inc.

mortgage from Rogelio Salgado, Ofelia Salgado and Cecilia Vargas

to Wimoy City Exteriors, Inc.

holder of the within

dated

4-3-89

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 19

IN WITNESS THEREOF Jeffrey Schwartz

Wimoy City Exteriors, Inc.

Each and every 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

15th day of MAY

1989

By

JN Schwartz

ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF ILLINOIS, COUNTY OF COOK, SS 5-15-89

Then personally appeared the above named Jeffrey Schwartz, Notary Public, and acknowledged the foregoing assignment to be his (her) free act and deed

Before me, Tillie Cohen, Notary Public My commission expires 7-20-91

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF ILLINOIS, COUNTY OF COOK, SS 5-15-89

Then personally appeared the above named Jeffrey Schwartz, the PRESIDENT of Wimoy 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, Notary Public My commission expires 7-20-91

"OFFICIAL SEAL"
TILLIE COHEN

Notary Public, State of Illinois
My Commission Expires 7/20/91

ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF ILLINOIS, COUNTY OF COOK, SS 5-15-89

DEPT-01 74555 1981-01-27 10:07:06 15:08:06
74555 1981-01-27 10:07:06 15:08:06
74555 1981-01-27 10:07:06 15:08:06

0001 COUNTY 45-00005 a General Partner of

Then personally appeared the above named Jeffrey Schwartz, 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, Tillie Cohen, Notary Public My commission expires 7-20-91

REAL ESTATE MORTGAGE
STATUTORY FORM

TO

ASSIGNMENT OF MORTGAGE

When recorded mail to

Space below for Recorder's use only

59327138

134 83227138

UNOFFICIAL COPY

RECEIVED
COURT CLERK'S OFFICE

Lot 37 and the north $\frac{1}{8}$ of lot 36, in block 13 in the Chicago Land Investment Company's subdivision in the northeast $\frac{1}{8}$ of section 33, township 40 north, range 13, east of third principal meridian, in Cook County, IL.

Real estate index number: 13-33-219-009-0000

Said premises are known as +By: 2131 N. La Vergne, Chicago, IL. 60639

Property of Cook County Clerk's Office

89327138