

ILLINOIS REAL ESTATE MORTGAGE

UNOFFICIAL COPY

Real Estate Index Number 83354024

THIS INSTRUMENT WITNESSETH, THAT Edwin W. Reed & Donna M. Reed

405 Stephens City of Lemont, Illinois, Mortgagee(s) MORTGAGEE and WARRANT to Century Home Improvements, 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 \$ 19,760.40 being payable in 120 consecutive monthly installments of 164.67 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 rights 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 TO that the Mortgagee(s) shall pay all taxes and assessments upon this premises which due, shall keep the building 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 5% 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 15th day of May 1989

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS: Edwin W. Reed Mortgagee (SEAL) Donna M. Reed Mortgagee (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 } ss This Mortgage was signed at COUNTY OF Cook

I, Daniel Tokarski, a Notary Public for and in said County, do hereby certify that Edwin W. Reed and Donna M. Reed, the subscribing witness to the foregoing instrument, personally known to me, who, being by me duly sworn, did depose that he/she resides at

that he/she knows said 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 15th day of May 1989. My commission expires 6-7-90. DEPT-01 145555 TRAM 0209 18/02/89 10:57:00 4407 E 39-354024 COOK COUNTY REGISTER (NOTARY PUBLIC)

STATE OF ILLINOIS } ss Daniel Tokarski

I, Daniel Tokarski, a Notary Public for and in said County, do hereby certify that Edwin W. Reed and Donna M. Reed, (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 15th day of May 1989. My commission expires 6-7-90. (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY Name: Dan Tokarski Address: sixty Orland Square Dr.

# UNOFFICIAL COPY

For consideration paid \_\_\_\_\_ holder of the within  
 mortgage, from Edwin W. Reed & Donna M. Reed  
 to Century Home Improvements, Inc. dated 5-15-89

and intended to be recorded with Cook County Recorder of Deeds  
 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 Century Home Improvements

day of 05/15 1989  
 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 2nd day of June 19 89

By Leslie Tokarski (Individual or Partnership) By Dan Tokarski (Corporate 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

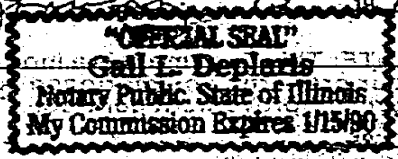
### ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF Illinois COUNTY OF Cook SS. \_\_\_\_\_ June 2nd 19 89

Then personally appeared the above named Dan Tokarski the President

of Century Home Improvements, 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, Gail L. Deplaris My commission expires \_\_\_\_\_ 19 90  
 Notary Public



### ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ SS. \_\_\_\_\_

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

REAL ESTATE MORTGAGE STATUTORY FORM

Edwin W. Reed  
 Donna M. Reed

Century Home Imp. Inc.

ASSIGNMENT OF MORTGAGE

Century Home Imp. Inc.

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

89354024

# UNOFFICIAL COPY

8 9 5 5 4 0 2 4

COMMENCING AT THE SOUTHWEST CORNER OF LOT 5 IN BLOCK 12 IN H.J. BROWN'S ADDITION TO THE VILLAGE OF LEMONT IN SECTION 20, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN; RUNNING THENCE NORTH ALONG STEPHEN STREET, A DISTANCE OF 72 FEET, RUNNING THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF LOT 5 TO THE EAST LINE OF SAID LOT 5; RUNNING THENCE SOUTH ON THE EAST LINE OF SAID LOT 5 TO THE SOUTHEAST CORNER OF SAID LOT 5; RUNNING THENCE WEST ALONG DERBY ROAD TO THE POINT OF BEGINNING, IN THE VILLAGE OF LEMONT IN COOK COUNTY, ILLINOIS.

Real estate index number; 22-20-435-015

Said premises are known as + by; 405 Stephens ST., Lemont, IL. 60439

Property of Cook County Clerk's Office

89354024

UNOFFICIAL COPY

PROPERTY OF COOK COUNTY CLERK'S OFFICE

00000000