

ILLINOIS REAL ESTATE MORTGAGE

UNOFFICIAL COPY

Real Estate Index Number 89354034

(Please print or type all names and addresses)

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT WILLIE JOHNSON JR. AND WILLIE MAE JOHNSON 7042 S. KIMBARK City of CHICAGO State of Illinois Mortgagor(s) MORTGAGEE and WARRANT TO BEST HOME PRODUCTS & SERVICE, 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 \$ 9,667.90 being payable in 60 consecutive monthly installments of \$ 161.13 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(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 re-closed 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 3RD day of JUNE A.D. 1989

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. WILLIE JOHNSON JR. (SEAL) Mortgagee WILLIE MAE JOHNSON (SEAL) Mortgagee

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 } This Mortgage was signed at 7042 S. KIMBARK COUNTY OF CHICAGO, IL } a Notary Public for and in said County, do hereby certify that 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 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/they execute the same, and that he/she subscribed his/her name as witness therein. Given under my hand and notarial seal this 3RD day of JUNE 1989 COOK COUNTY, ILLINOIS

My commission expires 19 (NOTARY PUBLIC)

STATE OF ILLINOIS } COUNTY OF COOK } My commission expires 1989 SHELLY BERKOWITZ a Notary Public for and in said County, do hereby certify that WILLIE JOHNSON JR. and WILLIE MAE JOHNSON (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 3RD day of JUNE 1989

My commission expires SHELLY BERKOWITZ "OFFICIAL SEAL" Notary Public, State of Illinois My Commission Expires 11/22/90 (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY Name SHELLY BERKOWITZ Address 4747 W. PETERSON CHICAGO, IL DOCUMENT NUMBER

89354034

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ASSIGNMENT OF MORTGAGE

For consideration paid, BEST HOME PRODUCTS + SERVICES holder of the within mortgage, from WILLIE JOHNSON JR. AND WILLIE MAE JOHNSON to BEST HOME PRODUCTS + SERVICES dated 6/3/89 and intended to be recorded with RECORDED ON NEEDS 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____.

 (Signature)

 Secretary (Corporate Duty)

IN WITNESS THEREOF, _____
BEST HOME PRODUCTS + SERVICES
 (Corporate)
 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 16TH day of JUNE, 1989.

By Brett Goldstein PRESIDENT
 (Signature)

 Duty 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.

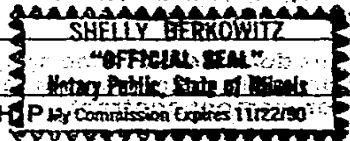
Before me, _____ Notary Public My commission expires _____, 19____.

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF ILLINOIS, COUNTY OF COOK, SS. _____, 6/16, 1989.

Then personally appeared the above named BRETT GOLDSTEIN, the PRESIDENT of BEST HOME PRODUCTS + SERVICES, 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, Shelly Berkowitz Notary Public My commission expires _____, 19____.



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.

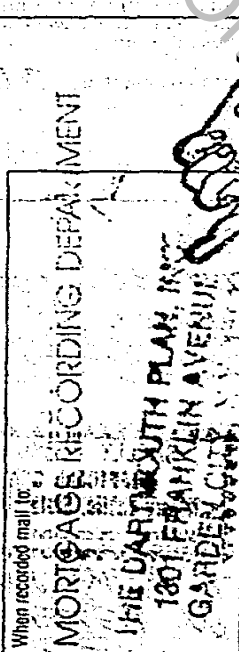
Before me, _____ Notary Public My commission expires _____, 19____.

89354030

REAL ESTATE MORTGAGE
 STATUTORY FORM

Willie Johnson Jr.
 Willie Mae Johnson
 TO

Best Home Products + Services
 ASSIGNMENT OF MORTGAGE
 Best Home Products + Services
 To
 The Dartmouth Plan Inc.



Space below for Recorder's use only

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8 9 3 5 4 0 3 4

Lot 122 in Brookhaven being S.E. Gross subdivision of the south 23
569/1000 acres of that part of the southeast quarter of section
23, township 38 north, range 14, east of the third principal meridian
lying west of the Illinois Central Railroad in Cook County, Il.

Real estate index number; 20-23-419-030

Said premises are known as + by; 7042 Kimbark, Chicago, Il. 60637

Property of Cook County Clerk's Office

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25 years ago in...
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