

ILLINOIS REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

Real Estate Index Number

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT Betty J. Riley 89354038

4800 So. Ellis City of Chicago State of Illinois, Mortgagor(s)

MORTGAGE and WARRANT to Mid-City Lumber & Supply Co., 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 \$ 38,151.00 being payable in 180

consecutive monthly installments of 211.95 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 29th day of May A.D. 1992

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. Betty J. Riley Mortgagor (SEAL)

Subscribing Witness (SEAL) Mortgagor (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 COUNTY OF Cook } ss

I, Louis P. Paul, 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 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 29th day of May 1992 DEPT-01 113.00 I-5555-TRAN 203908/02/89 11:01:00 #4421 E * 819-354038 COOK COUNTY RECORDER (NOTARY PUBLIC)

STATE OF ILLINOIS } COUNTY OF Cook } ss

I, Louis P. Paul, a Notary Public for and in said County, do hereby certify that Betty J. Riley 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 therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 29th day of May 1992 My commission expires May 9, 1992 Louis P. Paul (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY Name Mid-City Lumber & Supply Co., Inc. Address 3525 W. Peterson-Chgo, IL 60659 OFFICIAL SEAL: LOUIS P. PAUL, NOTARY PUBLIC STATE OF ILLINOIS, MY COMMISSION EXP. MAY 9, 1992

UNOFFICIAL COPY

ASSIGNMENT OF MORTGAGE

For consideration paid Mid-City Lumber & Supply Co. Inc. holder of the within mortgage from Betty J. Riley to Mid-City Lumber & Supply Co. Inc. dated May 29, 1989

and intended to be recorded with Recorders Office of Cook County, IL. 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 21st day of June, 19 89 IN WITNESS THEREOF, Mid-City Lumber & Supply Co. Inc. Louis P. Paul

has caused its corporate seal to be affixed here to 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 21st day of June, 19 89 By Louis P. Paul Duty Authorized (Name of Officer and Title)

Jean R. Beaulieu Notary Public

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 21, 19 89 Then personally appeared the above named Louis P. Paul the President of Mid-City Lumber & Supply Co. 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, _____ 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 _____ 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

89-0102
89354038
REAL ESTATE MORTGAGE STATUTORY FORM
Betty J. Riley TO
Mid-City Lumber + Supply Co. Inc.
ASSIGNMENT OF MORTGAGE
Mid-City Lumber + Supply Co. Inc. 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

8 9 3 5 4 0 3 8

Lot 8 (except the East 45 feet & 1/8 inches thereof) in McCormick's Subdivision of Southeasterly part of Block 6 of Subdivision by Executors of E. K. Hubbard of the East half of the Southwest quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, also the East 17 feet of part of Block 6 in Subdivision by the Executors of E. K. Hubbard of the East half of the Southwest quarter of Section 2, aforesaid as follows: Commencing at the Southwest corner of said Lot 6 as originally laid out thence North 228 feet thence East to a point equi-distant between East line of Ellis Avenue (formerly Englewood Avenue) and West line of Greenwood Avenue said West line of Greenwood Avenue parallel with the 30 feet West of East line of said Lot 6 as originally laid out thence South 228 feet to South line of said Lot 6 as originally laid out hence West on South line of said Lot 6 to place of beginning (except so much as may be used as or included in public streets) in Cook County, Illinois (commonly known as 1028 East 46th Street)

Real estate index number; 20-02-313-044&055

Said premises are known as + by; 4800 S. Ellis, Chicago, IL. 60615

89354038

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Property of Cook County Clerk's Office

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