

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

UNOFFICIAL COPY

REC-1334-428-026 (This space for Recorder's use only)

THIS INSTRUMENT WITNESSETH THAT Leopoldo + Josefina Perera City of Chicago State of Illinois, Mortgagor(s)

(Buyer's Address) MORTGAGE and WARRANT to First Family Builders 5875 N. Lincoln Chgo Ill. 60659

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 \$ 14,049.00, being payable in 60

consecutive monthly installments of 234.15 each commencing two (2) month(s) from the date of completion of the property improvement, 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 attorney 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 attorney 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 deed, and all monies advanced for taxes, assessments, liens, insurance and other charges, the same shall be paid the sums provided for in said Retail Installment Contract, whether due and payable by the terms thereof or not.

DATED this 13 day of October 1989

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. Leopoldo Perera Mortgagor Josefina Perera Mortgagor

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 1626 N. Karlov COUNTY OF Cook } ss Scott Projansky a Notary Public for and in said County do hereby certify that Donald Projansky the subscribing witness to the foregoing instrument personally known to me, who, being by me duly sworn, did depose that he/she resides at 1626 N. Karlov

that he/she knows said Leopoldo + Josefina Perera 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/their 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 13 day of October 1989

My commission expires Scott Projansky (NOTARY PUBLIC) MY COMMISSION EXPIRES 3/15/92

STATE OF ILLINOIS } a Notary Public for and in said County, do hereby certify that 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 day of 19

My commission expires (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY Name First Family Builders Address 5875 N. Lincoln #125 Chicago, IL 60659

DOCUMENT NUMBER

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## ASSIGNMENT OF MORTGAGE

For consideration paid First Family Builders holder of the within  
 mortgage, from Leopoldo + Josefin Perera  
 to First Family Builders dated 10-13-89

and intended to be recorded with Recorder of deeds county of Cook  
 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) 13 IN WITNESS THEREOF First Family Builders  
 day of October 19 89

Contractor (Individual or Partnership) Leopoldo Perera Secretary (Corporate Office)  
 By Donald Frejansky Secretary (Corporate Office)  
 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 13 day of Oct 19 89

### ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ SS \_\_\_\_\_ 19 \_\_\_\_\_  
 Then personally appeared the above named \_\_\_\_\_ and a. 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 \_\_\_\_\_ 19 89  
 Then personally appeared the above named Donald Frejansky the President of First Family Builders 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, Scott Regan 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 \_\_\_\_\_

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 #283 4-90-020078  
 COOK COUNTY RECORDER

REAL ESTATE MORTGAGE STATUTORY FORM  
 Leopoldo Perera + Josefin Perera  
 TO  
 First Family Builders  
 ASSIGNMENT OF MORTGAGE  
 First Family Builders  
 TO  
 The Dartmouth Plan, Inc.

When recorded at THE DARTMOUTH PLAN, INC. 1301 FRANKLIN AVENUE GARDEN CITY, N.Y. 11530 MORTGAGE RECORDING DEPARTMENT



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Property of Cook County Clerk's Office

The following described Real Estate situated in the County of Cook in the State of Illinois, to-wit: Lot 33 and the North 5 feet of Lot 32 in Block 27 in Garfield, a subdivision in the South east  $\frac{1}{4}$  of section 34, Township 40 North, Range 13 East of the third principal meridian, in Cook County, Illinois. Premises known as and by: 1626 N Karlov, Chicago, IL 60639 Real Estate index No: 13-34-428-026

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