

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

UNOFFICIAL COPY

90049181

Real Estate Index No. 20-19-330-003

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT

BARBARA J. TYNER aka

2051 W. 69th PL (Buyer's Address) MORTGAGE and WARRANT TO

City of CHICAGO State of Illinois, Mortgagee(s)

DAVAPOUR COURT PG

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 \$ 25,623.60 being payable in 120 consecutive monthly installments of 213.53 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 Mortgagee(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 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; 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 23 day of October AD 19 89

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS.

Barbara J. Tyner Mortgagee

(SEAL)

Subscribing Witness

(SEAL)

Barbara J. Webb 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

COUNTY OF

This Mortgage was signed at 2051 W. 69th

ss.

I, 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 day of 19

My commission expires 19

DEPT-01 RECORDING 113.00 TM444 TRAN 2722 01/30/90 15:01:00 (NOTARY PUBLIC) 90-049181 COOK COUNTY RECORDER

STATE OF ILLINOIS

COUNTY OF Cook

ss.

I, MARVIN BILFELD a Notary Public for and in said County, do hereby certify that BARBARA TYNER 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 23 day of October 19 89

MARVIN BILFELD NOTARY PUBLIC, STATE OF ILLINOIS My commission expires 8/15/93 19

Marvin Bilefeld (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY

Name MARVIN BILFELD 90049181

Address 10742 S. Wood

13.00 E

DOCUMENT NUMBER

UNOFFICIAL COPY

ASSIGNMENT OF MORTGAGE

For consideration paid, Davenport Co. Inc. holder of the within mortgage, from Barbara S. Webb TYNER to Davenport Co. Inc. dated 10-23-89 and intended to be recorded with Recorder of Deeds Cook County 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 11 day of March, 1989. Manuel J. [Signature] Director (Individual or Partnership) Secretary (Corporate Only)

IN WITNESS THEREOF, \_\_\_\_\_ (Contractor) 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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_. By \_\_\_\_\_ Duty Authorized (Name of Officer and Title)

ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF Illinois COUNTY OF Cook SS 11-2 1989. Then personally appeared the above named MARVIN [Signature] and acknowledged the foregoing assignment to be his (her) free act and deed. Before me, Barbara [Signature] Notary Public My commission expires \_\_\_\_\_ 19\_\_\_\_. OFFICIAL SEAL BARBARA BERBERT NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. MAR. 11, 1992

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ SS \_\_\_\_\_ 19\_\_\_\_. Then personally appeared the above named \_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_ 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, \_\_\_\_\_ 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\_\_\_\_.

90049181 REAL ESTATE MORTGAGE STATUTORY FORM Barbara S. Tyner aka Barbara J. Webb TO Davenport Construction Co. ASSIGNMENT OF MORTGAGE Davenport Construction Co. TO THE Dartmouth Plan, Inc. THE DARTMOUTH PLAN, INC. 1301 FRANKLIN AVENUE GARDEN CITY, N.Y. 11530 MORTGAGE RECORDING DEPARTMENT

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The following described Real Estate situated in the County of Cook in the State of Illinois, to-wit: Lot 481 in Allerton's Englewood Addition in the Southwest Quarter of Section 19, Township 38 North, Range 14, East of the Third Principal Meridian, A Subdivision of the East Half of the Southwest Quarter East of Chicago, St. Louis and Pacific Railroad.  
Premises known as and by: 2051 69 P1 Chicago, IL 60643  
Real Estate Index No: 20-19-330-004

Property of Cook County Clerk's Office

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