

ILLINOIS REAL ESTATE MORTGAGE

UNOFFICIAL COPY

90141484

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THIS INDENTURE WITNESSETH THAT JOHN HAWLEY AND CORA E. HAWLEY

7740 So. Loomis City of CHICAGO State of Illinois, Mortgagor(s)

MORTGAGE and WARRANT to Harry Garbaro & Inc. 6280 N. Cicero Ave Chicago IL 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 \$21,546.00 being payable in 84 consecutive monthly installments of 256.50 each commencing two (2) months 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 here to 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 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 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, 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, 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(S) 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 9-9 day of AD 1989

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. John A. Hawley (SEAL) Mortgagor

Subscribing Witness, Cora E. Hawley (SEAL) 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 90141484 COUNTY OF Cook ss.

I, Henry Rossin, 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 purpose 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 DEPT-01 RECORDING 14.00 745555 TRAN 05/13/30/90 10:07:00 My commission expires 19 (NOTARY PUBLIC) \*90-141484 COOK COUNTY RECORDER

STATE OF ILLINOIS } COUNTY OF Cook ss.

I, Henry Rossin, a Notary Public for and in said County, do hereby certify that John Hawley and Cora E. Hawley (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 9-9 day of 1989 My commission expires June 28, 1991 (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY Name Harry Garbaro & Inc. Address 6280 N. Cicero Ave Chicago IL

14.00

90141484 DOCUMENT NUMBER

# UNOFFICIAL COPY

## ASSIGNMENT OF MORTGAGE

For consideration paid, SHARP GARAGE CO INC holder of the within  
 mortgage, from JOHN HANCOCK AND CORA E. HANCOCK  
 to SHARP GARAGE CO INC dated 9/9/89

and intended to be recorded with THE RECORDERS OFFICE  
 immediately prior hereto does hereby assign said mortgage and claim secured thereby to THE DARTMOUTH PLAN, INC. 1301 Franklin Avenue, Garden City, NY 11530  
 (Individual and Partnership Signature) (Corporate Signature)

WITNESS my (our) hand(s) and seal(s) this \_\_\_\_\_ IN WITNESS THEREOF, M. SCHAFER  
 day of \_\_\_\_\_ 19\_\_\_\_ SHARP GARAGE CO INC  
 (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 16<sup>th</sup> day of Oct 1989  
 By [Signature]  
 (Contractor) (Corporate Only) (Print the 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 \_\_\_\_\_ Oct 16 1989  
 Then personally appeared the above named M. SCHAFER the \_\_\_\_\_  
 of SHARP GARAGE 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, [Signature] My commission expires June 28, 1991 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

9014148A

REAL ESTATE MORTGAGE STATUTORY FORM

TO

ASSIGNMENT OF MORTGAGE



When recorded mail to  
 CITIZENS COMMERCIAL SAVING'S BANK  
 10000 WOODLAWN CENTER  
 PLUNK, MICHIGAN 48802  
 INSTALMENT LOAN DEPARTMENT

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Lot Fourteen (14) in Miller and Affeldts Resubdivision of Lots One (1) to Fifty-four (54), including vacated alleys in the Subdivision of Block Twenty-nine (29) in Jones' Subdivision of the West One-Half of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PROPERTY TAX # 20-29-313-033

HERE

Property of Cook County Clerk's Office

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1-10-11 10:11 AM