

ILLINOIS

REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

UNOFFICIAL COPY

Index Number: 93-11-324-005

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT Roberto M. Bello and Concepcion Bello

RECORDING \$13.00
93-11-324-005
93-11-324-005

4843 N. Avers City of Chicago
MORTGAGE and WARRANT to Sav-Mor Construction Co., Inc.

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 \$ 21,733.32 being payable in 84

consecutive monthly installments of 258.73 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 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 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 of 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 attorney 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 30th day of September

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS.
Howard Beard (SEAL)
Subscribing Witness

Robert M. Bello (SEAL)
Concepcion Bello (SEAL)
Mortgagor

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 4843 N. Avers
COUNTY OF Cook } Chicago, Illinois

I, Gerald Pozin, a Notary Public for and in said County, do hereby certify that Howard Beard the subscribing witness to the foregoing instrument personally known to me, who, being by me duly sworn, did depose that he/she resides at 4868 W. Dempster St. Skokie, Ill. that he/she knows said Roberto M. Bello and Concepcion Bello 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.

GERALD POZIN
Notary Public, State of Illinois
My Commission Expires 5/9/90

Given under my hand and notarial seal this 30th day of September, 19 89

My commission expires 5/9/90 (NOTARY PUBLIC)

STATE OF ILLINOIS } 90222169
COUNTY OF Cook }

I, a Notary Public for and in said County, do hereby certify that (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 day of 19

My commission expires 19 (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY Name Lynn Pozin Address 4868 W. Dempster St. Skokie, Ill. 60077

13.00 E

UNOFFICIAL COPY

ASSIGNMENT OF MORTGAGE

For consideration paid Sav-Mor Construction Co., Inc. holder of the within
 mortgage from Roberto M. Bello and Concepcion Bello
 to Sav-Mor Construction Co., Inc. dated 9/30/89

and intended to be recorded with Recorder's Office of Cook County, Illinois
 (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 _____ IN WITNESS WHEREOF, Sav-Mor Construction Co., Inc.
 day of _____ 19 _____ Gerald Pozin, President

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 7th day of December, 19 89

By [Signature]
 (Corporate Signature)

[Signature]
 (Individual or Partnership Signature)
 (Corporate Only)

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. _____, 12/7/, 19 89

Then personally appeared the above named Gerald Pozin President of Sav-Mor Construction 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, Howard Beard Notary Public My commission expires 6/12/93, 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 _____

REAL ESTATE MORTGAGE STATUTORY FORM

Roberto M. Bello & Concepcion Bello
Sav-Mor Construction Co., Inc.
 ASSIGNMENT OF MORTGAGE
Sav-Mor Construction 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

9 0 2 2 2 1 5 9

LOT 6 IN BLOCK 2 IN THE RESUBDIVISION OF LOTS 25 TO 48 INCLUSIVE IN BLOCK 1 AND LOTS 30 TO 47 INCLUSIVE IN BLOCK 2 FIELDS ADDITION TO ALBANY PARK, BEING A SUBDIVISION OF THE SOUTH WEST 1/4 OF THAT PART LYING BETWEEN THE EAST 60 ACRES AND THE WEST 60 ACRES OF THE SOUTH WEST 1/4 OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. REAL ESTATE INDEX NUMBER: 13-11-324-005 SAID PREMISES ARE KNOWN AS AND BY: 4643 N. AVERS, CHICAGO, IL 60625

Property of Cook County Clerk's Office

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