

# UNOFFICIAL COPY

## ILLINOIS REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

DEPT-01 RECORDING

\$15.00

90227557  
465555 TRAN 4847 05/16/90 15-17-00  
90227557 E - 70-227557  
(This space for Recorder's COUNTY RECORDER)

THIS INDENTURE WITNESSETH, THAT

*Joseph Williams & Emma Williams*  
128 0411 City of Elwood State of Illinois, Mortgagor(s),  
(Buyer's Address)  
MORTGAGE AND WARRANT TO *Elwigs Quality Const Inc.* Mortgagee

(Contractor)

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 \$ 4668.60 being payable in 65?

Executive monthly installments of 77.81 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 personal improvements thereon, rents, issues and profits therefrom, situated in the County of COOK in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homeowner 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 Mortgagor, 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, Mortgagor, in addition to its other rights and remedies, is authorized, but is not obligated, to extend to the same no. 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 installments 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 Mortgagor, his or her 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 Mortgagor, his or her 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 of 1973 (FDIA).

UPON THE FORECLOSURE AND SALE of said premises, there shall be first paid out of the proceeds of such sale all expenses of advertising, selling and conveying said premises, and reasonable attorney's fees, to be included in the decree, and all monies 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 26 day of MARCH AD 19 90

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

*Michael S. Oldenek*  
Subscribing Witness

(SEAL)

*Joseph Williams*  
Mortgagor

(SEAL)

(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 COOK

I, *Joseph Williams*, do hereby certify

that *Michael S. Oldenek*

personally known to me, who, being by me duly sworn, did depose that he/she resides at 643 P. N. MILWAUKEE, COOK, IL 60637 that he/she knows said *Joseph Williams & Emma Williams*, and who executed the foregoing instrument as his/her/their true 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 thereto.

Given under my hand and notarial seal this

26

day of MARCH

My commission expires 5/2/1990

STATE OF ILLINOIS

COUNTY OF COOK

I, *Joseph Williams*, do hereby certify

that *Michael S. Oldenek* personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appointed before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their true 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

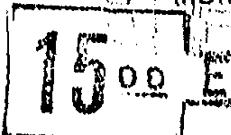
My commission expires 5/2/1990

THIS INSTRUMENT WAS PREPARED BY

Name

Address

GHS Rev 1/90



DOCUMENT NUMBER

# UNOFFICIAL COPY

## ASSIGNMENT OF MORTGAGE

For consideration paid, holder of the within  
mortgage, from \_\_\_\_\_  
to \_\_\_\_\_ dated \_\_\_\_\_

and intended to be recorded with, immediately prior hereto does hereby assign said mortgage and claim secured hereby to GENERAL HOME FINANCIAL SERVICES, INC., 843 Rahway Ave., Woodbridge, N.J. 07095

(Individual and Partnership Signature)

(Corporate Signature)

WITNESS my (our) hand(s), and seal(s) this

IN WITNESS THEREOF,

day of \_\_\_\_\_, 19\_\_\_\_\_

(Contractor)

Contractor (Individual or Partnership)

Seal (Corporate Officer)

### ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SS \_\_\_\_\_

19\_\_\_\_\_

Then personally appeared the above named assignment to be his (her) free act and deed.

Before me,

Notary Public

My commission expires

19\_\_\_\_\_

### ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SS \_\_\_\_\_

19\_\_\_\_\_

Then personally appeared the above named,

James E. Edelstein

April 25, 1990  
the President

foregoing assignment to be his (her) act and deed of said individual and said corporation and that the seal affixed to said instrument is the corporate seal of said corporation  
and acknowledged the

Before me, Shirley B. Lauver

Notary Public

My commission expires

NOTARY PUBLIC STATE OF NEW JERSEY  
MY COMMISSION EXP. JULY 12, 1991

19\_\_\_\_\_

### ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SS \_\_\_\_\_

19\_\_\_\_\_

Then personally appeared the above named

and deed of said partnership

a partnership, and acknowledged the foregoing assignment to be his free act and deed and the free act

Before me,

Notary Public

My commission expires

19\_\_\_\_\_

REAL ESTATE MORTGAGE  
STATUTORY FORM

Joseph Williams  
Formerly  
Illinois Quality Const.

ASSIGNMENT OF MORTGAGE

General Home  
Financial Services  
INC.

When recorded seal is  
General Home Financial Services, Inc.  
843 Rahway Avenue  
Woodbridge, N.J. 07095  
Space below for Recorder's stamp

Prefiled 5/3/90  
#236471

190

# UNOFFICIAL COPY

REAL ESTATE MORTGAGE  
STATUTORY FORM

JOSEPH WILHELMUS  
GARRETT BULMER  
*Elmwood Quality Const*

ASSIGNMENT OF MORTGAGE

ELMWOOD HOME  
FINANCIAL SERVICES  
INC.

General Home Financial Services, Inc.  
843 Railway Avenue  
Woodbridge, NJ 07095

When recorded make

90227557

Space below for Recorder's use only

THE STATE OF NEW JERSEY, on the day of April 26, 1990, in the County of Union, between Joseph Wilhelmus and Elmwood Quality Construction, Inc., a partnership, and acknowledge the foregoing Assignment to be this record and deed and the free and clear of said partnership.

THE STATE OF NEW JERSEY, on the day of April 26, 1990, in the County of Union, between Joseph Wilhelmus and Elmwood Quality Construction, Inc., a partnership, and acknowledge the foregoing Assignment to be this record and deed and the free and clear of said partnership.

THE STATE OF NEW JERSEY, on the day of April 26, 1990, in the County of Union, between Joseph Wilhelmus and Elmwood Quality Construction, Inc., a partnership, and acknowledge the foregoing Assignment to be this record and deed and the free and clear of said partnership.

THE STATE OF NEW JERSEY, on the day of April 26, 1990, in the County of Union, between Joseph Wilhelmus and Elmwood Quality Construction, Inc., a partnership, and acknowledge the foregoing Assignment to be this record and deed and the free and clear of said partnership.

THE STATE OF NEW JERSEY, on the day of April 26, 1990, in the County of Union, between Joseph Wilhelmus and Elmwood Quality Construction, Inc., a partnership, and acknowledge the foregoing Assignment to be this record and deed and the free and clear of said partnership.

THE STATE OF NEW JERSEY, on the day of April 26, 1990, in the County of Union, between Joseph Wilhelmus and Elmwood Quality Construction, Inc., a partnership, and acknowledge the foregoing Assignment to be this record and deed and the free and clear of said partnership.

ASSIGNMENT OF MORTGAGE

For consideration paid, ILLINOIS WILLIAMS + EMERSON MORTGAGE, holder of the within

mortgage, do hereby assign said mortgage and claim priority thereto to GENERAL HOME FINANCIAL SERVICES, INC., 843 RAILWAY AVE, WOODBRIDGE, NJ, 07095

and intended to be recorded with

(Individual Signature) (Signature)

and intended to be recorded with

immediately prior holder does hereby assign said mortgage and claim priority thereto to GENERAL HOME FINANCIAL SERVICES, INC., 843 RAILWAY AVE, WOODBRIDGE, NJ, 07095

and intended to be recorded with

## UNOFFICIAL COPY

DOCUMENT NUMBER

THIS INSTRUMENT WAS PREPARED BY

(NOTARY PUBLIC)

19

My commission expires

Given under my hand and notarial seal this day of

19

personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, and delivered the said instrument at his/her office and voluntarily acknowledged before me this day of

January, and acknowledge that he/she signed and sealed the foregoing instrument freely and voluntarily, after the uses and purposes of which he/she well understands.

I, a Notary Public for and in Said County, do hereby certify,

(NOTARY PUBLIC)

19

STATE OF ILLINOIS

COUNTY OF

My commission expires

Given under my hand and notarial seal this day of

January, and who executing the foregoing instrument saw him/her/execute the same, and that he/she is the user and owner of the premises described below, to the individual described

that he/she knows said individual, the foregoing instrument gives your contractor and his associates all authority to do whatever is necessary to the foregoing instrument.

I, a Notary Public for and in Said County, do hereby certify,

(NOTARY PUBLIC)

19

AD 19

Personally known to me, who, being by me duly sworn, did depose that he/she resides at

NOTE: THIS DOCUMENT IS A MORTGAGE WHICH GIVES YOUR CONTRACTOR AND HIS ASSOCIATES A SECURITY INTEREST IN

(TYPE OR PRINT NAMES OF BORROWER AND MORTGAGOR)

Subscribing Witness

(SEAL)

(SEAL)

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR  
REQUIRES WITNESSES.  
Mortgagor or his authorized representative (SEAL)

DATED, this day of

AD 19

THE MORTGAGOR IS TO MAINTAIN FIRE AND OTHER POLICE INSURANCE FOR THE DURATION OF THE MORTGAGE, AND PAYABLE BY THE TERM THEREOF, FOR THE CONVENIENCE AND EXPENSES OF MAINTENANCE, REPAIRS, REASSESSMENTS, LENS, CONVEYING AND PLATES, AND REASSESSMENT FEES, TO BE PAID OUT OF THE PROCEEDS OF WHICH SHALL ALL EXPENSES OF ADVARILIA, MEET, BORROWER AND PLATEABLE, SHALL PAYABLE CHARGES, ALONG WITH THE ANNUAL CHARGE FOR THE MORTGAGE, WHICH SHALL BE PAID UPON THE EXPIRATION OF THE MORTGAGE, OR UPON THE OCCURRENCE OF ANY PART THEREOF, OR IN THE CASE OF NON-PAYOUTS SECURED BY LIABILITIES OF A BORROWER, OR ON DEMAND AND PAYABLE ON DEMAND.

UPON THE EXPIRATION OF THE MORTGAGE, WHICH SHALL PAYABLE AND THIS MORTGAGE MAY BE IMMEDIATELY FORFEITED, OR AT THE DISCRETION OF THE MORTGAGOR, IF DELAYED IN THE PAYMENT OF ANY PART THEREOF, OR IN THE CASE OF NON-PAYOUTS SECURED BY LIABILITIES OF A BORROWER, OR ON DEMAND AND PAYABLE ON DEMAND, UPON THE EXPIRATION OF THE MORTGAGE, WHICH SHALL PAYABLE AND THIS MORTGAGE MAY BE IMMEDIATELY FORFEITED, OR AT THE DISCRETION OF THE MORTGAGOR, IF DELAYED IN THE PAYMENT OF ANY PART THEREOF, OR IN THE CASE OF NON-PAYOUTS SECURED BY LIABILITIES OF A BORROWER, OR ON DEMAND AND PAYABLE ON DEMAND.

AND IT IS AGREED; THAT THE MORTGAGEE SHALL PAY ALL LIQUIDAMBRANCE, TAXES AND RATES, AND REIMBURSE THE BORROWER UPON PAYMENT OF THE MORTGAGE, AND PAYABLE ON DEMAND.

IN THE STATE OF ILLINOIS, PREBONDING AND WARRANTIES OF TITLE, AND PAYABLE ON DEMAND.

CONTRACTOR, WITH ALL THE IMPROVEMENTS THEREON, RENTS, LEASES AND PROFITS, SUBJECT TO THE GOVERNMENT OF THE STATE OF ILLINOIS, AND

AND COLLECTIVE CHARGES, IF ANY, THAT RELATE TO THE SAME DAY OF WHICH THE BORROWER AGREED TO PAY, AND MORE LIQUIDAMBRANCE, TAXES AND RATES, AND PAYABLE ON DEMAND.

CONTRACTUAL MONTHLY INSTALLMENT CONTRACT, OR ON CONSIDERATION THEREOF, TO THE BORROWER, TO PAY THE BORROWER, AND PAYABLE ON DEMAND.

TO SECURE PAYMENT OF THE CERTAIN RETAIL INVESTMENT CONTRACT, AND ON CONSIDERATION THEREOF, TO PAY THE TOTAL AMOUNT OF \$

MORTGAGE, WITH ALL THE IMPROVEMENTS THEREON, SUBJECT TO THE GOVERNMENT OF THE STATE OF ILLINOIS, AND

MORTGAGE ADDENDUM TO THIS INSTRUMENT, WHICH IS ATTACHED HERETO AND MADE PART THEREOF.

THIS INDEBTURE WITNESSETH, THAT

THIS SPACE FOR RECORD ONLY

REAL ESTATE MORTGAGE  
ILLINOIS

(Please print or type all names and addresses)

MORTGAGE ADDENDUM TO THIS INSTRUMENT, WHICH IS ATTACHED HERETO AND MADE PART THEREOF.

City of

State of Illinois, Mortgagor(s).

MORTGAGE ADDENDUM TO THIS INSTRUMENT, WHICH IS ATTACHED HERETO AND MADE PART THEREOF.

305228A

# UNOFFICIAL COPY



Continental Abstracting Services Corp.  
P.O. Box 13646, Pittsburgh PA 15243-0646

RUSH

FAX# Telephone Number  
201-634-5121 412-571-6460  
FAX Number  
412-571-6475

ACCT NO:  
16631

DATE:  
4/05/90

JOSEPH WILLIAMS  
EMMER WILLIAMS  
338 S. 24TH AVE.  
BELLWOOD, IL 60104

GENERAL HOME FINANCIAL  
MR JOHN JONES  
843 RAILWAY AVE  
WOODBRIDGE NJ 07095  
ATTN: KATE

FILE # 9004-00436

COUNTY: COOK

4/09 1121

PROPERTY REPORT

PAGE

1

## ASSESSMENT

BLOCK/LOT/PSEUDO #

MARKET VALUE

LOCATION COOK COUNTY

LAND/DESC PART LOT 17  
PROPERTY TAX #15-10-121-032

IMPROVEMENTS TOTAL ASSESSMENT FOR LAND & BUILDING \$5,313.00

## DEEDS

GRANTEE/S: JOSEPH WILLIAMS "NON TORRENS PROPERTY"  
(BUYER) EMMER WILLIAMS H/W

JOINT TENANTS NOT TENANTS IN COMMON

GRANTOR/S: ENITH RAY FRANKS  
(SELLER) SHIRLEY FAITH FRANKS H/W

CONVEYS: PART LOT 17

DATED 11/26/1976      RECORDED: 01/13/1977      DEED PG: 237/2506      CONSIDERATION \$23.00

## LEGAL DESCRIPTION:

THE SOUTH 40 FEET OF LOT 17 IN BLOCK 4 IN WILLIAMS D. WALKER'S SUBDIVISION OF PART OF THE WEST 17.02 CHAINS OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, REFERENCE BEING MADE TO THE PLAT OF SAID SUBDIVISION RECORDED OCTOBER 13, 1970, IN BOOK 108 OF PLATS, PAGE 25, AS DOCUMENT 4043766, IN COOK COUNTY, ILLINOIS.

90227557

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office