

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

UNOFFICIAL COPY

30250572

Real Estate Index Number: 16-024372-010 (This space for Recorder's use, only)

THIS INSTRUMENT WITNESSETH, THAT TERESA SMITH 937 N. FINEWAY City of CHICAGO State of Illinois, Mortgagor(s).

(Buyer's Address) MORTGAGEE and WARRANT TO TRIFTY USE + CONSTR 20 (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 \$ 9101.52 being payable in

consecutive monthly installments of 76.68 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 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 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, then there shall be paid the sums provided for in said Retail Installment Contract, whether due and payable by the terms thereof or not.

DATE D, this 4th day of October AD 19 89

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. Teresa Smith Mortgagee (SEAL) Teresa Smith (SEAL)

90250572 (SEAL) Subscribing Witness (SEAL) Mortgagee (Type or print names beneath signatures)

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 COUNTY OF COOK } ss. 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 herein 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 (NOTARY PUBLIC)

STATE OF ILLINOIS } COUNTY OF COOK } ss. a Notary Public for and in said County, do hereby certify that 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 4th day of October 19 91 My commission expires 12-16 91 OFFICIAL SEAL BERNARD FINE NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES 12/16/91

THIS INSTRUMENT WAS PREPARED BY Name: BERNARD FINE Address: 5757 N. LINCOLN AVE CHICAGO, ILL 60659

DOCUMENT NUMBER

# UNOFFICIAL COPY

ASSIGNMENT OF MORTGAGE

For consideration paid THIRTY LUMBER + CONSTR CO  
mortgage from TERESA SMITH  
to THIRTY LUMBER + CONSTR CO dated 10-4-89

and intended to be recorded with RECORDERS OFFICE OF COCK 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 \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
IN WITNESS WHEREOF THIRTY LUMBER + CONSTR CO

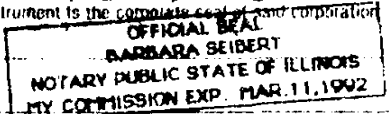
*(Signature)*  
By *(Signature)* OCTOBER 4 1989

### ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ SS \_\_\_\_\_  
Then personally appeared the above named \_\_\_\_\_ and acknowledged the foregoing assignment to be his (her) free act and deed  
Before me, \_\_\_\_\_ My commission expires \_\_\_\_\_  
Notary Public

### ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF ILLINOIS COUNTY OF COCK SS \_\_\_\_\_  
Then personally appeared the above named *(Signature)* the *(Signature)*  
of THIRTY LUMBER + CONSTR CO 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 and corporation  
Before me Barbara Seibert My commission expires \_\_\_\_\_  
Notary Public



### ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ SS \_\_\_\_\_  
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 \_\_\_\_\_  
Notary Public

90250572

REAL ESTATE MORTGAGE STATUTORY FORM  
Teresa Smith  
TO  
Thriftly Lumber + Constr. Co  
ASSIGNMENT OF MORTGAGE  
Thriftly Lumber + Constr. Co  
THE DARTMOUTH PLAN, INC.

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

Space below for Recorder's use only

14

# UNOFFICIAL COPY

9 0 2 5 0 5 7 2

THE NORTH 6 FEET 3 INCHES OF LOT 38 AND LOT 39 IN BLOCK 3 IN T.J. DIVEN'S SUBDIVISION OF THE  
SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN COOK COUNTY, ILLINOIS. REAL ESTATE INDEX NUMBER: 16-02-322-010 SAID PREMISES ARE  
KNOWN AS AND BY: 937 N. RIDGEWAY, CHICAGO, IL 60651

Property of Cook County Clerk's Office

90250572