

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

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(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT Pedro B. Sanchez and Graciela Sanchez a.k.a.  
Graciela Ayala  
2402 S Karlov City of Chicago State of Illinois, Mortgagor(s).  
 (Buyer's Address)  
 MORTGAGE and WARRANT to Side- All America, 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 \$ 24,099.60 being payable in 120 consecutive monthly installments of 200.83 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 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 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.

DATED, this 14 day of October AD 19 89

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

Michael J. Wehner  
 Subscribing Witness

(SEAL)

Pedro B. Sanchez  
 Mortgagor

(SEAL)

Graciela Ayala  
 Mortgagor

(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 } This Mortgage was signed at 2402 S. Karlov  
 COUNTY OF Cook } ss  
 I, Carolyn Peterson a Notary Public for and in said County, do hereby certify  
 that Michael J. Wehner the subscribing witness to the foregoing instrument  
 personally known to me, who, being by me duly sworn, did depose that he/she resides at 7020 N. Sheridan  
 that he/she knows said Pedro B. Sanchez and Graciela Sanchez a.k.a. Graciela Ayala (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/then execute the same, and that he/she, said subscribing witness, at the time sub-  
 scribed his/her name as witness therein.

Given under my hand and notarial seal this 14 day of November, 19 89

My commission expires 5-13 19 89

Carolyn Peterson  
 (NOTARY PUBLIC)

STATE OF ILLINOIS } ss  
 COUNTY OF Cook }

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

My commission expires \_\_\_\_\_ 19 \_\_\_\_\_ (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY

Name Carolyn Peterson  
 Address 5359 W. Irving PK Rd

91437576

DOCUMENT NUMBER

3/89

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ASSIGNMENT OF MORTGAGE

For consideration paid, Side- All America, Inc. holder of the within  
mortgage, from Pedro B. Sanchez and Graciela Sanchez a.k.a. Graciela Ayala  
to Side- All America, Inc. dated 10-14-89  
and intended to be recorded with Cook County Recorders Office  
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 THEREOF Richard M. Posch  
Side- All America, Inc.  
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 14 day of November 19 89  
By [Signature]  
Secretary (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, \_\_\_\_\_ My commission expires \_\_\_\_\_ 19 \_\_\_\_\_  
Notary Public

## ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF Illinois COUNTY OF Cook SS \_\_\_\_\_ 11-14 19 89  
Then personally appeared the above named Richard M. Posch the President  
of Side- All America, 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, Carolyn Peterson My commission expires 5-13 19 91  
Notary Public

"OFFICIAL SEAL"  
CAROLYN PETERSON

Notary Public, State of Illinois  
My Commission Expires 5-13-91

## 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

DEPT-01 RECORDINGS \$14.00  
T#6868 FROM 08/26/91 13 55 00  
#7697 # F 21-437576  
COOK COUNTY RECORDER

REAL ESTATE MORTGAGE  
STATUTORY FORM

TO

ASSIGNMENT OF MORTGAGE

When recorded mail to

Space below for Recorder's use only

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Sanchez

## EXHIBIT A

the following real estate, situated in \_\_\_\_\_  
\_Cook\_ County, Illinois, to-wit:

The North half of Lot 2, in the Resubdivision of Lot 1 and the East half of Lot 2 in Block 9 in Crawford's Subdivision of that part of the North East quarter of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian, and which lies South of the Chicago Burlington and Quincy Railroad, in Cook County, Illinois.

Commonly Known as: 2402 South Karlov Avenue, Chicago, Illinois  
Permanent Index Number: 16-27-217-010

Property of Cook County Clerk's Office  
91437576