

92718395

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THIS INDENTURE WITNESSETH, THAT JAMES D. IRVING 3RD AND VERONICA L. IRVING

5041-45 S. MICHIGAN City of CHICAGO State of Illinois, Mortgagor(s)

MORTGAGE and WARRANT to PASIK INC. 3630 S. ASHLAND CHICAGO IL 60609 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 \$ 16,733.20, being payable in 48

consecutive monthly installments of 348.40 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(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 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 15 day of SEPT AD 19 92 92718395

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

(Mortgagor signature) (SEAL) Subscribing Witness (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 15101 EAST 2ND DANTON COUNTY OF COOK }

I, [Notary Name], a Notary Public for and in said County, do hereby certify that [Mortgagor Name] the subscribing witness to the foregoing instrument, personally known to me, who, being by me duly sworn, did depose that he/she resides at [Address]

that he/she knows said [Mortgagor Name] 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.

Given under my hand and notarial seal this [Date] day of [Month] 19 [Year] My commission expires [Date] (NOTARY PUBLIC)

STATE OF ILLINOIS } COUNTY OF COOK }

I, LESTER PASIK, a Notary Public for and in said County, do hereby certify that JAMES D. IRVING 3RD and VERONICA L. IRVING (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 [Date] day of [Month] 19 92 My commission expires [Date] (NOTARY PUBLIC)



THIS INSTRUMENT WAS PREPARED BY Name: L. PASIK Address: 3630 S. ASHLAND

DEPT-9 RECORDINGS \$23.00 T#9999 TRAN 7432 09/28/92 13:03:00 #0785 # 92-718395 COOK COUNTY RECORDER DOCUMENT NUMBER

UNOFFICIAL COPY

ASSIGNMENT OF MORTGAGE

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

and intended to be recorded with _____ 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 _____
_____ 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 _____ day of _____ 19____
By _____ (Notary Signature) _____ (Print Authorized 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 _____ COUNTY OF _____ SS _____ 19____

Then personally appeared the above named _____ the _____ of _____ 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, _____ My commission expires _____ 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

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REAL ESTATE MORTGAGE STATUTORY FORM	TO	ASSIGNMENT OF MORTGAGE
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When recorded mail to:
SAVENWAY LAW + CONSTRUCTION
L DIV OF PASIK INC
3630 S - ASHLAND
CHICAGO IL 60609

Space below for Recorder's use only

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SCHEDULE
EXHIBIT "A"

LEGAL:

LOTS 30, 31 AND 32 IN BLOCK 6 IN DERBY'S SUBDIVISION OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON:

5041-45 SOUTH MICHIGAN AVENUE, CHICAGO, ILLINOIS

P.I.:

20-10-120-014-0000

PREPARED BY:

LESTER PASIK

92718395

ATTACHED TO AND MADE PART OF A
MORTGAGE DATED 9-15-92
FROM JAMES D. IRVING 3RD AND VERONICA L IRVING
TO PASIK INC.

UNOFFICIAL COPY

Property of Cook County Clerk's Office