

ILLINOIS REAL ESTATE MORTGAGE UNOFFICIAL COPY

93573901

THIS INDENTURE WITNESSETH THAT MARION A ROSLONSKI

10636 ARLINE City of CHICAGO, IL State of Illinois, Mortgagee(s)  
(Borrower's Address) MORTGAGEE and WARRANT to SARAWAY LBR + CONST (DIV OF PARK 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 \$ 2153, being payable in 24

consecutive monthly installments of 89.71 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 claim 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 (1) that the Mortgagee(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 (first 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 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, be, 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(S) 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 28 day of April AD 1993

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. (SEAL) Mortgagee  
(SEAL) Marion A Roslonski (SEAL) Mortgagee  
Subscribing Witness (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 10636 ARLINE  
COUNTY OF COOK } CHICAGO IL 60641  
I, \_\_\_\_\_, 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 \_\_\_\_\_

to be the individual(s) described in, and who executed, the foregoing instrument as his/hor/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 \_\_\_\_\_, 1993  
My commission expires \_\_\_\_\_, 19\_\_\_\_ (NOTARY PUBLIC)

STATE OF ILLINOIS }  
COUNTY OF COOK }  
I, Lester Pasik, a Notary Public for and in said County, do hereby certify that Marion A Roslonski and \_\_\_\_\_ (this/her spouse), personally known to me to be the said individual(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/hor/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 28 day of April, 1993  
My commission expires \_\_\_\_\_, 19\_\_\_\_ (NOTARY PUBLIC)



THIS INSTRUMENT WAS PREPARED BY  
Name Lester Pasik  
Address 1616 W. Forest Hill Rd Chicago IL 60641

DOCUMENT NUMBER 25.50  
3/83

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# UNOFFICIAL COPY

## ASSIGNMENT OF MORTGAGE

For consideration paid

to be of the within

mortgage from

to

dated

and intended to be recorded with

immediately prior hereto does hereby assign said mortgage and claim secured thereby to THE GARIMOUTH REAL ESTATE, 1301 Franklin Avenue, Garden City, N.Y. 11530

(Individual and Partnership Signature)

(Corporate Signature)

WITNESS my (our) hands) and seals) this

IN WITNESS WHEREOF

day of 19

has caused its corporate seal to be affixed hereto and the agreements to be signed on its behalf by its President or Vice-President, Secretary or Treasurer or an Agent duly authorized

this day of 19

By

### 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 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

9357390

REAL ESTATE MORTGAGE STATUTORY FORM

TO

ASSIGNMENT OF MORTGAGE

When recorded mail to

Surveyor's Office & Court  
166 W. Pershing Rd.  
Chicago IL 60609

Space below for Recorder's use only

# UNOFFICIAL COPY

## SCHEDULE A

ATTACHED TO AND MADE PART OF A MORTGAGE FROM MARION A ROSLONSKI  
TO SAVEWAY LBR AND CONSTRUCTION DATED APRIL 28th 1993

Lot thirty eight (38) in block one (1) in turners  
subdivision of the east half (½) of the north  
east quarter (¼) of the north east quarter (¼)  
of the north east quarter (¼) of section 18  
township 37 north range 16 east of the 3rd principal  
meridian in cook county

Commonly known as 10636 S Avenue O Chicago IL.

P.I.N.# 2618204038

DEPT-91 RECORDING 125.50  
TM8888 TRAM 7114 07/23/93 09:52:00  
#6909 # 73-573904  
COOK COUNTY RECORDER

93373904

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Property of Cook County Clerk's Office

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