

ILLINOIS

UNOFFICIAL COPY

3481791

REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT JOHN F. HUGHES, PIERRE HUGHES, 948 S. Edmwood (Married to each other)

City of Oak Park State of Illinois, Mortgagor(s) (Buyer's Address)

MORTGAGE and WARRANT to THE DARTMOUTH PLAN, INC. of 1301 FRANKLIN AVENUE, GARDEN CITY, NEW YORK 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 amount of \$10,981.20 being payable in 120 consecutive monthly installments of \$915.1 each, commencing 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, together with delinquency and collection charges, if any, the following described real estate, to wit: LOT ONE----- (1)

In the Resubdivision of Lot One Hundred Fourteen (114) in South Ridgeland Depot Subdivision of the Northeast Quarter (3) of Lot Six (6) (except the Right of Way of the Chicago and Great Western Railroad) in Subdivision of Section 18, (except the West Half (3) of the Southwest Quarter (3) thereof) in Township 39 North, Range 13, East of the Third Principal Meridian.

Together with all present improvements thereon, rents, issues and profits thereof.

16-18-413-005

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.

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 attorney's 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 13th day of August, A.D. 1985, Mortgagor (Signature)

Mortgagor (Signature) (type or print names beneath signatures)

STATE OF ILLINOIS County of Cook } ss This Mortgage was signed at Oak Park, Ill. 1985

I, Pierre Hughson, Notary Public, do hereby certify, That John F. Hughes and Pierre Hughson (Married to each other) personally known to me to be the same person(s) whose name(s) (he) (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (they) (he) (she) signed, sealed and delivered the said instrument as (their) (his) (her) 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 official seal, this 14th day of September, A.D. 1985, Notary Public (Signature)

THIS INSTRUMENT WAS PREPARED BY Name: V. ... Address: Oak Park, Ill. 1985 My Commission Expires Nov. 13, 1985

3481791 DOCUMENT NUMBER

NOTE IDENTIFIED R 128

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IN DUPLICATE

3481791

REAL ESTATE MORTGAGE  
STATUTORY FORM

Dec 6

Submitted by \_\_\_\_\_

Address \_\_\_\_\_

Promised \_\_\_\_\_

Delivered to \_\_\_\_\_

THE DARTMOUTH PLAN, INC.

Address \_\_\_\_\_

Deliver duplicate 3481791 to

Deed to \_\_\_\_\_

Address \_\_\_\_\_

Notarized \_\_\_\_\_  
When recorded mail for \_\_\_\_\_

THE DARTMOUTH PLAN, INC.  
1501 Franklin Avenue  
Orden City, New York 11530

Space below for Recorder's use only

THE DARTMOUTH PLAN, INC.  
6200 N. HIAWATHA  
CHICAGO, IL 60646

3481791

Cook County Clerk's Office