

REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT James Palombi + JUANITA PALOMBI (MARRIED TO EACH OTHER)  
Und. 1/2 Int & Francisco Gandara + TINA GANDARA (MARRIED TO EACH OTHER) Und. 1/2 Int

6154 W. Eddy City of Chicago State of Illinois, Mortgagor(s)  
(Buyer's Address)

MORTGAGE and WARRANT to THE DARTMOUTH PLAN, INC. of 1301  
FRANKLIN AVENUE, GARDEN CITY, NEW YORK Mortgagor

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 \$11,819.64 being payable in 84 consecutive monthly installments of 140.71 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, 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 following described real estate, to wit:

Lot 331 in Albert J. Schorsch Irving Park Boulevard Gardens 10th Addition being a subdivision in the W. 1/2 of the NE 1/4 of the SW 1/4 of Section 20 Township 40 N., Range 13, East of the Third Principal Meridian, in Cook County, Illinois. 6154 W EDDY  
PIN: 13-20-302-017A  
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.

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 no.

DATED, this 11th day of March A.D. 1986

X James Palombi (SEAL)  
Mortgagor  
X Juanita Palombi  
X Tina Gandara (SEAL)  
Mortgagor  
(type or print names beneath signatures)  
X Francisco Gandara

STATE OF ILLINOIS }  
County of Cook } ss.

This Mortgage was signed at 6154 W. Eddy  
Chicago, IL

I, Chester Pietrusiewicz in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That Palombi (MARRIED TO EACH OTHER) (MARRIED TO EACH OTHER)  
James & Juanita Palombi as jointtenants & Francisco & Tina Gandara jointly personally known to me to be the same person(s) whose name(s) (S) (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they ~~XXXXXX~~ signed, sealed and delivered the said instrument as (their) ~~XXXXXX~~ 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 11th day of March A.D. 1986

Chate Ostermann  
NOTARY PUBLIC

My Commission Expires May 31, 1987

THIS INSTRUMENT WAS PREPARED BY  
Alex Tapper, President  
1st City Builders  
2849 W. Devon  
Chicago, IL 60659

Address

RTN note identified

3522279

UNOFFICIAL COPY

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1308340  
DMP  
M. P. M.

REAL ESTATE MORTGAGE  
STATUTORY FORM

3522279

Submitted by

THE DARTMOUTH PLAN, INC.

3522279

When recorded mail to

THE DARTMOUTH PLAN, INC.  
1301 Franklin Avenue  
Garden City, New York 11530

Space below for Recorder's use only

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

Cook County Clerk's Office