

UNOFFICIAL COPY

ILLINOIS

0 3 5 6 3565534

REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT RAPHY DANIELS + ANNIE J. DANIELS
(Married to each other)

9112 S. MARSHFIELD 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 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 \$ 39873.60 being payable in 120 consecutive monthly

installments of \$332.28 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 THREE HUNDRED AND THIRTY FIVE (335)

In Conklin and Mes Addition to Beverly Hills being a Subdivision of Block Three (3) in Beverly Hills Subdivision of the South Half (1/2) of that part lying East of Columbus Chicago and Indiana Central Railroad of Section 6, Township 37 North, Range 14, East of the Third Principal Meridian.

Tax # 25-06-408-025 9112 S. Marshfield SPW
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 into or on 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 21 day of JULY A.D. 19 86

Raphy Daniels (SEAL)
Annie J. Daniels (SEAL)
Mortgagor (type or print names and signatures)

STATE OF ILLINOIS }
County of COOK } ss. This Mortgage was signed at 9112 S. MARSHFIELD
CHICAGO IL 60620

ELZBIETA DRLOWICZ In and for said County, in the State aforesaid, DO HEREBY CERTIFY, That RAPHY DANIELS + ANNIE J. DANIELS (Married to each other) personally known to me to be the same person(s) whose name(s) (he) (she) 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 14 day of OCTOBER A.D. 19 86
Elzbieta Drlowicz
NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY
NEW LOOK CONSTRUCTION
Name
4957 W. DIVERSEY CHICAGO IL
Address

NOTARY PUBLIC
My Commission Expires ELZBIETA DRLOWICZ
My Commission Expires August 24, 1987

DOCUMENT NUMBER

NOTE IDENTIFIED

3565534

UNOFFICIAL COPY

[Handwritten Signature]
11/19/98
RE BEHAVORITE

REAL ESTATE MORTGAGE
STATUTORY FORM

Subscribed by _____
Address 3855534
Promisor _____
Debtor card. 130

THE DARTMOUTH PLAN, INC.

Debtor or obligor's Trust

Address _____

City _____

State _____

Witnes recorded mail to 2565534

THE DARTMOUTH PLAN, INC.
1401 Franklin Avenue
Garden City, New York 11530

Space below for Recorder's use only

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

ASSIGNMENT

The undersigned, for value received, does hereby grant, bargain, sell, assign, transfer and set over to _____ right, title and interest in and to the Mortgage appearing on the reverse side hereof and the money due and to become due on the Final Installment Contract (Home Improvement) secured thereby and warrants that no liens have been filed by Assignor on the property described in the Mortgage.

(The Dartmouth Plan, Inc.)

Title _____

ACKNOWLEDGEMENT

STATE OF _____

County of _____

ss.

On this _____ day of _____, 19 _____, there personally appeared before me _____

known or proven to me to be the person whose name is subscribed to the within assignment, and acknowledged that he executed the same, as his free and voluntary act for the purposes therein contained and that he is _____ of _____, the corporation which executed the foregoing assignment, and was authorized to execute the said assignment and that the seal affixed thereto, if any, is the seal of the corporation.

IN WITNESS WHEREOF, I herunto set my hand and official seal.

Notary Public _____

My Commission Expires _____