

REAL ESTATE MORTGAGE

(Please print & type all names and addresses)

UNOFFICIAL COPY

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT JAMES BOYKIN & ADA BOYKIN (HIS WIFE)

1436 S. KALOU City of CHICAGO State of Illinois, Mortgagor(s)

(Buyer's Address)  
MORTGAGE and WARRANT to EARLE BUILDERS 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 amount of \$ 19,099.20 being payable in 120 consecutive monthly installments of 159.11 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 following described real estate, to wit:

LOT 5 IN BLOCK 3 IN OUR HOME ADDITION TO CHICAGO BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 50' X 16' THEREOF) IN COOK COUNTY, ILLINOIS

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 any 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 attorney 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 Mortgagor, 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 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 20 day of FEB, A.D. 19 87

MUST BE SIGNED IN THE PRESENCE OF A NOTARY.

X Ada Boykin (SEAL) Mortgagee  
X James Boykin (SEAL) Mortgagee  
(Type or print names or both 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 }  
County of COOK } 99  
This Mortgage was signed at 1436 S. KALOU  
CHICAGO, IL

I, THE UNDESIGNED in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That JAMES BOYKIN & ADA BOYKIN, HIS WIFE 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 (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 20 day of FEB, A.D. 19 87

[Signature]  
NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY \_\_\_\_\_ My Commission Expires \_\_\_\_\_

Name J. Smith  
Address 1234 N. Lincoln

DOCUMENT NUMBER

NOTE IDENTIFIED

3595320

ASSIGNMENT OF MORTGAGE

UNOFFICIAL COPY

For consideration, paid EAGLE BUILDERS  
mortgage from JAMES Boykin & ADA Boykin (HIS WIFE)  
to EAGLE BUILDERS dated 2-20-82

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, JEFF SMITH  
EAGLE BUILDERS

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 20 day of FEB 19 82  
By [Signature] Duly Authorized (Name of Officer and Title)

ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF Illinois 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, \_\_\_\_\_ Notary Public My commission expires \_\_\_\_\_ 19\_\_\_\_

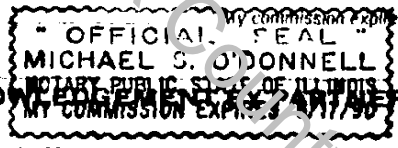
ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF Illinois COUNTY OF COOK SS \_\_\_\_\_ 2-20 1982

Then personally appeared the above named Bob Mason the President

and \_\_\_\_\_ resp. officer of EAGLE BUILDERS 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, \_\_\_\_\_ Notary Public My commission expires 6-17-90 19\_\_\_\_



ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ SS \_\_\_\_\_ 19\_\_\_\_

Then personally appeared the above named \_\_\_\_\_ a General Partner of

and deed of said partnership and acknowledged the foregoing assignment to be his free act and deed and the free act

Before me, \_\_\_\_\_ Notary Public My commission expires \_\_\_\_\_ 19\_\_\_\_

3598320 REAL ESTATE MORTGAGE STATUTORY FORM  
1982 MAR 11  
HARRY (BUSY) O'DONNELL REGISTRAR OF TITLES  
3 08  
MORTGAGE OF MORTGAGE TO  
Submitted by THE DARTMOUTH PLAN, INC.  
Address \_\_\_\_\_ Promise \_\_\_\_\_ Delivery \_\_\_\_\_  
Register of Titles  
Date 598320 THE DARTMOUTH PLAN, INC.  
Address 1301 Franklin Avenue  
Notified Garden City, New York 11530  
THE DARTMOUTH PLAN  
6200 N. HARVARD  
CHGO IL 60646