

UNOFFICIAL COPY

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Property of Cook County

East eight and one third (8 1/3) feet of LOT THREE--- (3) 3624022
LOT FOUR----- (4)

In Block Fifteen (15) in S. E. Gross' Subdivision of Blocks Fifteen (15),
Sixteen (16), Seventeen (17), and Eighteen (18) and the North Half (1/2) of
Blocks Twenty-three (23) and Twenty-four (24) of Dauphin Park Addition,
being a Subdivision of the East Half (1/2) of the Northeast Quarter (1/4) of
Section 3, Township 37 North, Range 14, East of the Third Principal Meridian,
Cook County, Illinois.

PIN: 25-03-211-004-(4) 003 (3) BCO 70ft x 711 East 88th St
wm

Recorder's Office

REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

UNOFFICIAL COPY

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT

LENORE STEWART Divorced and not since remarried

709 E. 88th St.

City of

Chicago

State of Illinois, Mortgagor(s)

MORTGAGE and WARRANT to

EAGLE BUILDERS 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 amount of \$14,000.00, being payable in 120 consecutive monthly installments of 219.61 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:

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

THE MORTGAGOR IS TO MAINTAIN Fire and Extended Coverage or (the) 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 25 day of March A.D. 1987

Lenore Stewart (SEAL) Mortgagor

MUST BE SIGNED IN THE PRESENCE OF A NOTARY.

(SEAL) Mortgagor (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 Chicago, Illinois

County of Cook ss.

I, SHARRON B. TUCKER in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That

LENORE STEWART Divorced and not since remarried 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 4th day of June A.D. 1987

Sharron B. Tucker NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY Bob Marion 6204 N. Cicero

My Commission Expires 04/01/89

SS04521 DOCUMENT NUMBER

NOTE IDENTIFIED

3624022

UNOFFICIAL COPY

For consideration paid _____ holder of the within mortgage, from _____ to _____ dated 3-25-87 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 _____ 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 _____ day of _____ 1987 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 IL COUNTY OF Cook SS. _____ 1987 Then personally appeared the above named BOB MARSON the PRES and _____ respectively 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 2-22 1987 Notary Public

ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF _____ COUNTY OF _____ SS. _____ 19 _____ Then personally appeared the above named _____ a General Partner of _____ and _____ a partnership, 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

REAL ESTATE MORTGAGE STATUTORY FORM

ASSIGNMENT OF MORTGAGE

THE DARTMOUTH PLAN, INC.

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

8624022

3624022

Since below for Recorder's use only

Edward R. Davis 105 W MARSON (21) Chicago, IL 60602

NOTE IDENTIFIED