

REAL ESTATE MORTGAGE

UNOFFICIAL COPY

3626643

(Please print or type all names and addresses)

(This space for Recorder's use only)

NOTE IDENTIFIED

THIS INDENTURE WITNESSETH, THAT JAMES CALVIN & ELENA FORMAN (DIVORCED AND NOT RE-MARRIED)

9679 S. CLANDON City of CHICAGO State of Illinois, Mortgagor(s),  
(Buyer's Address)

MORTGAGE and WARRANT to WISBROITS / CONSUMER'S HOME EMP.  
1960-62 N. CRYSTOWN 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 \$ 4944.00, being payable in 60 consecutive monthly installments of 82.40 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 44 IN BLOCK FIVE IN MEINLETTE MINOR FIRST ADDITION, BEING A SUBDIVISION OF PART OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, NORTH OF THE INDIAN BOUNDARY LINE, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DECOE COUNTY, ILLINOIS  
Together with all present improvements thereon, rents, issues and profits thereof. P. I. N. 25-12-231-022-000 KNOWN AS - 9679 S. CLANDON BBO M

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 his 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 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 fees, all 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 4 day of MARCH A.D. 1982

**MUST BE SIGNED IN THE PRESENCE OF A NOTARY.**  
James C. Calvert (SEAL) Mortgagor  
Elena M. Forman (SEAL) Mortgagee  
(Type or print names beneath signatures)

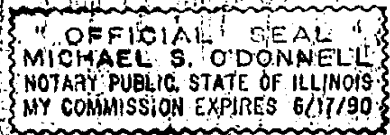
NOTE: This document is a mortgage which gives your contractor and its assignees a security interest in your property. The mortgage is taken as collateral for the performance of your obligations under your home improvement contract.

STATE OF ILLINOIS } This Mortgage was signed at 9679 S. CLANDON  
County of COOK } ss. CHICAGO, IL.

I, THE UNDERSIGNED in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That JAMES CALVIN & ELENA FORMAN (DIVORCED AND NOT RE-MARRIED) 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 4 day of MARCH A.D. 1982  
Michael S. O'Donnell  
NOTARY PUBLIC  
My Commission Expires 6-17-90

THIS INSTRUMENT WAS PREPARED BY  
M. O'Donnell  
Name  
1960 N. CRYSTOWN  
Address



DOCUMENT NUMBER 3626643

ASSIGNMENT OF MORTGAGE

2101111

**UNOFFICIAL COPY**

For consideration of WIEBOKLTS / Consumers Home Emp holder of the within mortgage, from JAMES CALVIN & ELENA FORMAN (HIS WIFE) to WIEBOKLTS / Consumers Home Emp dated 3-4-87 and intended to be recorded with REGISTER OF TITLES OFFICE OF COOK COUNTY ILLINOIS 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.

WITNESS my (our) hand(s) and seal(s) this 3 day of JUNE 1987 IN WITNESS THEREOF Randy Tapes WIEBOKLTS / CONSUMERS HOME EMP 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. By [Signature] (Duly Authorized (Name of Officer and Title))

ACKNOWLEDGEMENT BY INDIVIDUAL

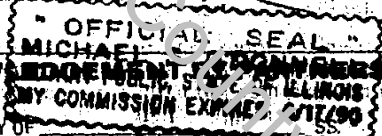
THE STATE OF Illinois COUNTY OF COOK SS. 6-5 1987 Then personally appeared the above named Randy Tapes and acknowledged the foregoing assignment to be his (her) free act and deed. Before me, [Signature] My commission expires 6-17 1990 Notary Public

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF Illinois COUNTY OF COOK SS. 6-5 1987 Then personally appeared the above named Randy Tapes the PRES 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, [Signature] My commission expires 6-17 1990 Notary Public

ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF Illinois COUNTY OF COOK SS. 6-5 1987 Then personally appeared the above named [Signature] a General Partner of [Signature] 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, [Signature] My commission expires 6-17 1990 Notary Public



**DUPLICATE**

1102943  
3626643

REAL ESTATE MORTGAGE STATUTORY FORM

3626643 TO

ASSIGNMENT OF MORTGAGE

THE DARTMOUTH PLAN, INC.

Notified by HARRY GUSTY, REGISTER OF TITLES, COOK COUNTY, ILLINOIS

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 6200 N. HAWKINS CHGO, IL 60644