

UNOFFICIAL COPY

HOLD HARMLESS AFFIDAVIT FOR LATE FILING

I Wesley Lorenzo, being first duly sworn on oath am authorized by THE PARTMOUNT PLAN INC to make this Affidavit.

That the Filing could not be made on a timely basis because of Loaning Tobacco Certificate

That the present Marital Status is the same and unchanged from that shown in the loan Instrument _____

That there is a current balance due on the Note and Loan Instrument.

That the loan instrument and Note has not been sold or Assigned except as evidenced by a proper Assignment being registered concurrent with this Filing.

That there is no pending legal action regarding these Instruments.

Affecting the following described real estate, registered in Cook County, Illinois on Certificate of Title 142 2666.

Lot 9 in Block 4 in Pitner & Son's Third Addition to Evanston, being a Subdivision of the NW 1/4 of the NW 1/4 of Section 24, Township 41 N., Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Tax#10-24-104-022 - 112 Fowler Ave., Evanston

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The Corporation, therefore shall hold the Registrar of Titles in Cook County, Illinois, harmless against all costs, charges, damages and expenses, and all claims and demands of every kind and nature, actions, causes of actions, suits and controversies, whether groundless or otherwise arising by reason of accepting this late Filing.

Wesley Lorenzo

I the undersigned a Notary of the public, Do hereby certify the Wesley Lorenzo is personally known to me to be the Vice President of the THE PARTMOUNT PLAN INC, a corporation, Appeared before me this day in person, and signed, sealed and delivered this affidavit, for the uses and purposes therein set forth;

Subscribed and Sworn to me,
on this 22nd day of August

1987

Barbara Seibert

My Commission Expires 2-23-88

REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

UNOFFICIAL COPY

3652259

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT:

Lois A. Morgan (A Widow)

1112 Fowler Ave
(Buyer's Address)

City of

EVANSTON

State of Illinois, Mortgagor(s).

MORTGAGE and WARRANT to

S. O. & X CORP.

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 \$15658.00 being payable in 20 consecutive monthly installments of 130.49 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 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 15th day of Jan A.D. 19 87

(X) Lois Morgan (Mortgagor)

(SEAL)

MUST BE SIGNED IN THE PRESENCE OF A NOTARY.

(Mortgagor) (type or print names (or both signatures))

(SEAL)

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 1112 Fowler Ave

County of

COOK } ss

EVANSTON IL

ROBERT DOMER

In and for said County, in the State aforesaid, DO HEREBY CERTIFY, That

Lois A. Morgan (A Widow)

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 15th day of Jan A.D. 19 87

(Notary Public Signature)

NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY

My Commission Expires 3/88

Barbara Seibert

Name

6200 N. Hiawatha

Address



DOCUMENT NUMBER

Official of State Notary Public

3652259

ASSIGNMENT OF MORTGAGE

UNOFFICIAL COPY

For consideration paid \$100,000.00 holder of the within

mortgage from HOIS MORGAN SIDEX CORP to SIDEX CORP dated 1/15/87

and intended to be recorded with RECORDERS OFFICE, REGISTER OF TITLES OF COOK COUNTY, ILL. immediately prior hereto does hereby assign said mortgage and claim secured thereby to THE DARTMOUTH PLAN, INC. 1301 Franklin Avenue Garden City, NY 11535 (Individual and Partnership Signature) (Corporate Signature)

WITNESS my (our) hand(s) and seal(s) this 3/25 19 87 day of IN WITNESS THEREOF JAY ROSANBERG SIDEX CORP has caused its corporate seal to be affixed hereto and these presents to be signed in its behalf by its President or a Vice-President or its Treasurer or an Assistant Treasurer duly authorized

ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF ILLINOIS COUNTY OF COOK SS 3/25 19 87 Then personally appeared the above named JAY ROSANBERG and acknowledged the foregoing assignment to be his (their) free act and deed Before me, Notary Public My commission expires 3/88 19

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF ILLINOIS COUNTY OF COOK SS 3/25 19 87 Then personally appeared the above named JAY ROSANBERG the PRESIDENT 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 3/88 19

ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF COUNTY OF SS 19 Then personally appeared the above named a General Partner of 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, Notary Public My commission expires 19

Lot 9 in Block 4 in Pitner & Son's Third Addition to Evanston, being a Subdivision of the NW 1/4 of the NW 1/4 of Section 24, Township 41 N., Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Tax#10-24-104-022 - 112 Fowler Ave., Evanston 3652259

NOTE IDENTIFI

1420666 IN DUPLICATE 3652259

REAL ESTATE MORTGAGE STATUTORY FORM 3652259 TO THE DARTMOUTH PLAN, INC. 1301 Franklin Avenue Garden City, New York 11530

Space below for fingerprints, etc.