

# UNOFFICIAL COPY

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Legal Description  
16406 S. Plymouth Dr.  
Markham, Illinois

Lot 3 in Block 5 in Canterbury Gardens Unit 3 a Resubdivision of part of Canterbury Gardens Unit 2 a subdivision of the West 1/2 of the East 1/2 and part of the Northwest 1/4 of Section 24, Township 36 North, Range 13, East of the Third Principal Meridian, according to the plat thereof registered in the Office of Registrar of Titles of Cook County, on July 9, 1957, as Document Number 1747357.

Permanent Tax Number: 28-24-418-017

ABO  
\*

Property of Cook County Clerk's Office

3659558

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REAL ESTATE MORTGAGE

UNOFFICIAL COPY

3655558

(Please print or type all names and addresses)

(This space for Recorder's use only)

THIS INSTRUMENT WITNESSETH, THAT RUDOLPH SMITH AND DARLENE SMITH HIS WIFE

16406 S PLYMOUTH City of MARKHAM State of Illinois, Mortgagor(s)

(Buyer's Address) MORTGAGE and WARRANT to GALAXIE LUMBER & CONSTRUCTION CO, LTD

1113 W ARMITAGE CHICAGO IL 60614 (Contractor) 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 total amount of \$ 3698.64 being payable in 72

consecutive monthly installments of \$137 each, commencing two (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, or any amendment to said Retail Installment Contract, or any consolidation thereof pursuant to the Illinois Retail Installment Sales Act, together with delinquency and collector charges, if any, the real estate located above, and more fully described on Schedule A attached here to and made a part hereof,

together with all present improvements thereon, rents, issues and profits thereon, situated in the County of COOK in the State of Illinois, hereby releasing and waiving all rights under and benefit of the Homestead Exemption Law 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 building thereon insured to their full insurable value for the benefit of Mortgagee, shall pay all installments of principal or mortgages (trust deeds) on said premises, and interest thereon when due, and shall keep said premises in good repair. In the event of a failure of Mortgagee(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 the 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 or 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 thereon.

THE MORTGAGOR IS TO MAINTAIN Fire and Extended Coverage or other physical damage insurance for the benefit of the Mortgagee, 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 attorneys' fees, to be included in the decree, and all moneys advanced for taxes, assessments, liens, insurance and other charges 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 8th day of SEPT 19 87

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS

Bill Pavlovich (Subscribing Witness) and Darlene Smith (Mortgagor)

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 16406 PLYMOUTH COUNTY OF COOK; } MARKHAM ILL.

I, MARY J DRESSEN a Notary Public for and in said County, do hereby certify that BILL PAVLOVICH the subscribing witness to the foregoing instrument, personally known to me, who, being by me duly sworn, did depose that he/she resides at 1305 W FRED ST

that he/she knows said RUDOLPH SMITH & DARLENE SMITH HIS WIFE to be the individual(s) described in, and who executed the foregoing instrument: of his/her/their free and voluntary act, for the uses and purposes therein set forth; that he/she, said subscribing witness, was present and saw him/her/them execute the same, and that he/she, said subscribing witness at the time subscribed his/her name as witness therein.

Given under my hand and notarial seal this 8th day of SEPT 19 87

My commission expires MARY J DRESSEN NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 6/1/90

STATE OF ILLINOIS COUNTY OF

I, a Notary Public for and in said County, do hereby certify that and (his/her spouse), 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 he/she/they signed and delivered the said instrument as his/her/their 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 notarial seal this day of 19

My commission expires (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY Name GALAXIE LUMBER & CONSTRUCTION Address 1113 W ARMITAGE

# UNOFFICIAL COPY

ASSIGNMENT OF MORTGAGE

For consideration paid \_\_\_\_\_  
mortgage from \_\_\_\_\_  
to \_\_\_\_\_ dated \_\_\_\_\_

and intend to be recorded with \_\_\_\_\_  
immediately prior hereto does he hereby assign said mortgage and the interest therein 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 WHEREOF \_\_\_\_\_  
has caused this instrument to be affixed thereto 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  
this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
By \_\_\_\_\_

## ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
Then personally appeared the above named \_\_\_\_\_  
assignment to be his (their) free act and deed  
before me, \_\_\_\_\_  
Notary Public

## ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
Then personally appeared the above named \_\_\_\_\_  
acknowledged the foregoing assignment to be the free and voluntary act and deed of the corporation and its duly authorized officers  
Before me, \_\_\_\_\_  
Notary Public

## ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
Then personally appeared the above named \_\_\_\_\_  
partnership and acknowledged the foregoing assignment to be the free and voluntary act and deed of said partnership  
Before me, \_\_\_\_\_  
Notary Public

REAL ESTATE MORTGAGE  
STATE FORM

3659558

3659558

ASSIGNMENT OF MORTGAGE

OCT 15 PM 3:34 '78

Subscribed: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date: \_\_\_\_\_  
ALL DARTMOUTH PLAN  
1301 FRANKLIN AV  
GARDEN CITY N.Y. 11530