

UNOFFICIAL COPY

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Property of Cook County Clerk's Office

Lot Thirty Two------(22) In the Resubdivision of parts of Blocks 38 and 39 in East Washington Heights, a Subdivision of the Southwest Quarter (1/4) and the West Half (1/2) of the Northwest Quarter (1/4) of Section 9, Township 37 North, Range 14, East of the Third Principal Meridian, as shown by recorded Plat Document Number 7139075.

Tax# 25-07-317-009-0000 10125 S. Emerald, Chicago

EBOT
3665449

REAL ESTATE MORTGAGE

(Please print or type names and addresses)

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(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT DAVID M. ROZELL & LINDA C. ROZELL (Married to each other)

10125 S. Emerald City of CHICAGO State of Illinois, Mortgagor(s)

MORTGAGE and WARRANT to CONSUMERS HOME IMPROVEMENT CO. 1960 N. Clybourn (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 amount of \$1807.30, being payable in 120 consecutive monthly installments of 152.06 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 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 7 day of July A.D. 1989

MUST BE SIGNED IN THE PRESENCE OF A NOTARY.

Signatures of David M. Rozell and Linda C. Rozell with notary seal and name.

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 10125 S. Emerald County of COOK } 99. CHICAGO, ILL.

I, THE UNDERSIGNED in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That DAVID M. ROZELL & LINDA C. ROZELL (Married to each other) personally known to me (to be the same person(s) whose name(s) (he) (she) 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 7 day of July A.D. 1989 Notary Public signature

THIS INSTRUMENT WAS PREPARED BY Name 1960 N. Clybourn Address

NOTARY PUBLIC MICHAEL S. O'DONNELL NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 6/17/90

DOCUMENT NUMBER

3665449

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For consideration paid, mortgage from to dated

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.

WITNESS my (our) hand(s) and seal(s) this day of 19 IN WITNESS WHEREOF, 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

ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF COUNTY OF SS 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 COUNTY OF SS Then personally appeared the above named 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 19

ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF COUNTY OF SS Then personally appeared the above named a General Partner of and deed of said partnership. Before me, Notary Public My commission expires 19

36654 REAL ESTATE MORTGAGE STATUTORY FORM TO THE DARTMOUTH PLAN, INC. Submitted Address Promised Deliver 1987 NOV -6 AM 10:22 THE DARTMOUTH PLAN, INC. Dept: 1301 Franklin Avenue Deed Garden City, New York 11530 DARTMOUTH PLAN INC. 6200 N. HIAWATHA CHICAGO, IL 60646