

UNOFFICIAL COPY

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Property of Cook County Clerk's Office

Lot Fourteen -----(14) In Smith and Dawson's Fourth Addition to Country Club Acres, Prospect Heights, Illinois, being a Subdivision of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) and the Northwest Quarter (1/4) (except the West Ten (10) acres thereof, of the Southeast Quarter (1/4) of Section 22, Township 42 North, Range 1, East of the Third Principal Meridian, according to the Plat thereof, registered as Document No. 828098.

Tax#03-22-413-005 - 209 E. Willow, Prospect Heights

HBO

367-1751

REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

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3671751 7 5 1

(This space for Recorder's use only)

NOTE IDENTIFIED

THIS INDENTURE WITNESSETH, THAT LAWRENCE N. VAN HOOK, JR. & ARLENE VAN HOOK (Married to each other)

209 E. WILLOW ROAD City of PROSPECT HEIGHTS State of Illinois, Mortgagor(s)

MORTGAGE and WARRANT to ENERGY BUILDING PRODUCTS, 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 total amount of \$ 43,203.60 being payable in 180

consecutive monthly installments of 240.02 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 collection charges, if any, the real estate located above, and more fully described on Schedule A attached hereto and made a part hereof.

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 building 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 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 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 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; 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 20th day of JUNE, A.D. 19 87

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. X Lawrence N. Van Hook Jr (SEAL) LAWRENCE N. VAN HOOK, JR. (Mortgagor)

X Arlene Van Hook (SEAL) ARLENE VAN HOOK (Mortgagor) X Robert H. Hoeller (SEAL) Subscribing Witness

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 209 E. Willow Rd. COUNTY OF Cook } ss. PROSPECT HEIGHTS, IL 60070

RICHARD GOLDBERG, a Notary Public for and in said County, do hereby certify that ROBERT HOELLER, the subscribing witness to the foregoing instrument,

personally known to me, who, being by me duly sworn, did depose that he/she resides at 114 W 6196 CONCORD #1 (Married to each other) LAWRENCE N. JR., ARLENE VAN HOOK (HIS WIFE) to be the individual(s) described in, and who executed, the foregoing instrument as 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 20th day of JUNE, 19 87

My commission expires 24y Commission Expires Aug. 20, 1988 Richard Goldberg (NOTARY PUBLIC)

STATE OF ILLINOIS } ss. COUNTY OF } 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 19 (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY Name ENERGY BUILDING PRODUCTS, INC. Address 2025 WASHINGTON WAUKEGAN, IL

DOCUMENT NUMBER

Notary Public Seal

3671751

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ASSIGNMENT OF MORTGAGE

For consideration paid, ENERGY BUILDING PRODUCTS, INC. holder of the within
 mortgage, from LAURENCE N. JR. & ARLENE VAN HUCK
 to ENERGY BUILDING PRODUCTS, INC. dated JUNE 20, 1987
 and intended to be recorded with COOK COUNTY REGISTRAR OF TITLES
 immediately prior hereto does hereby assign said mortgage and claim secured thereby to THE DARTMOUTH PLAN, INC. 1301 Franklin Avenue, Garden City NY 11530
 (Individual and Partnership Signature) (Corporate Signature)

WITNESS my (our) hand(s) and seal(s) this 20th day of JUNE 19 87
 IN WITNESS THE SEAL OF ENERGY BUILDING PRODUCTS, INC.
Richard Goldberg
 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 20th day of JUNE 19 87
 By Richard Goldberg, Sec. / Treas.

ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF ILLINOIS COUNTY OF COOK SS. 19 87
 Then personally appeared the above named Richard Goldberg and acknowledged the foregoing assignment to be his (her) free act and deed
 Before me, [Signature] My commission expires 1-31 19 88
 Notary Public

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF ILLINOIS COUNTY OF COOK SS. JUNE 20 19 87
 Then personally appeared the above named RICHARD GOLDBERG the SECRETARY
 of ENERGY BUILDING PRODUCTS 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 1-31 19 88
 Notary Public

ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF ILLINOIS COUNTY OF COOK SS. 19 87
 Then personally appeared the above named [Blank] a General Partner of [Blank] a partnership, and acknowledged the foregoing assignment to be his (her) act and deed and the free act and deed of said partnership
 Before me, [Blank] My commission expires 19 87
 Notary Public

1415678

IN DUPLICATE

REAL ESTATE MORTGAGE STATUTORY FORM

3674751

TO

3674751

ASSIGNMENT OF MORTGAGE

MAY DEC 6 PM 2:35 REGISTRAR OF TITLES

When recorded mark in
 State below for Recorder's use only
 THE DARTMOUTH PLAN
 1301 FRANKLIN AVE
 GARDEN CITY NY 11530