

*WJ*

# UNOFFICIAL COPY

AFFIDAVIT OF LATE DELIVERY, | | 0

We being Chicago Lumber and Construction has had in our possession an Installment Contract, Mortgage, a Torrens Owners Lost, and an Assignment of Mortgage dated July 10, 1987 and has been in our possession and no others since that time. these documents were never registered in the Registrar of Titles, but these documents are still active.

now, therefore, Chicago Lumber Company, their successors, shall, at all times shall indemnify and save harmless the Registrar of Titles, Cook County, Illinois, against all loss or damage to same, arising by reason of inducing the Registrar of Titles to register these documents in torrens, and the registering of same on the Torren's Certificate of Title number #1444467 and in relation to premises described therein, and 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 therefrom.

BY

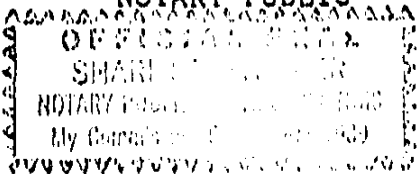
*[Signature]*  
(capacity)  
(address)  
(city)

*Manager of Chicago Lumber Co.  
2314 W. Titano*

Subscribed and sworn to before me this 5<sup>th</sup> day of

January, 1988  
*Sharon Schumler*

NOTARY PUBLIC



*COOK COUNTY CLERK'S OFFICE*

THIS INSTRUMENT PREPARED BY:

SHARON SCHUMLER  
NOTARY PUBLIC  
CHICAGO, ILL.

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

Lot 381 in E.B. Shogren & Company's Jeffery Highlands in Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, according to the Plat Document #65981, filed in the Registrar's Office on October 26, 1916, in Cook County, Illinois.

Commonly known as: 8316 S. Clyde, Chicago, Illinois

Permanent Real Estate Index Number: 20-36-400-009

The Dartmouth Plan  
6300 N. Howard  
Chgo. Ill. 60646

# UNOFFICIAL COPY

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**3686110**

Commonly known as: 8316 S. Clyde, Chicago, Illinois

Permanent Real Estate Index Number: 20-36-400-009

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AKG

Cook County Clerk's Office

REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

UNOFFICIAL COPY

3686110

(Leave space for Recorder's use only)

THIS INDENTURE WITNESSETH THAT

LARRY HOWARD (A Bachelor)

9316 S CLYDE

City of CHICAGO

State of Illinois, Mortgagee(s)

(Buyer's Address) MORTGAGEE and WARRANT to

CHICAGO LUMBER  
2341 N CLYDE

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 \$ 121,679.60 being payable in 120

consecutive monthly installments of 122.33 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 real estate located above, and more fully described on Schedule A attached hereto and made a part hereof,

together with all present improvements thereon, roots, 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 Mortgagee(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 advertising, 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.

NOTE IDENTIFIED

DATED, this 10<sup>th</sup> day of JULY A.D. 1997

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

Larry Howard (Signature) Mortgagee

(SEAL)

Subscribing Witness

(SEAL)

Mortgagee (Type or print names beneath 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

COUNTY OF COOK

This Mortgage was signed at

I, \_\_\_\_\_, a Notary Public for and in said County, do hereby certify that \_\_\_\_\_, the subscribing witness to the foregoing instrument,

personally known to me, who, being by me duly sworn, did depose that he/she resides at \_\_\_\_\_

that he/she knows said \_\_\_\_\_ 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 10<sup>th</sup> day of JULY 1997

My commission expires 4-18-98 1998 (NOTARY PUBLIC)

STATE OF ILLINOIS

COUNTY OF COOK

ss

I, THOMAS R. HUGHES, a Notary Public for and in said County, do hereby certify

that LARRY HOWARD (A Bachelor) 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 herein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 10<sup>th</sup> day of JULY 1997

My commission expires 4-18-98 1998 (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY

Name THOMAS R. HUGHES

Address 2341 N CLYDE

8-37 © TDP Inc. 1985

NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES 9/18/91

DOCUMENT NUMBER

LATE DEL. AFFID. ATTACHED

3686110

UNOFFICIAL COPY

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 THE REOF ... 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. ... 19 ... Then personally appeared the above named ... and acknowledged the foregoing assignment to be his (her) free act and deed

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF ... COUNTY OF ... ss. ... 19 ... 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

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

368610 REAL ESTATE MORTGAGE STATUTORY FORM

ASSIGNMENT OF MORTGAGE TO THE REGISTER OF TITLES HARRY S. YOUNG, JR. REGISTER OF TITLES

Space below for Recorder's use only Dartmouth Plan 6300 N. Howard St. Chicago Ill. 60645