

# UNOFFICIAL COPY

0 0 7 1 5 2 5 1

Property of Cook County Clerk's Office

THE NORTH 39 FEET OF THE SOUTH 117 FEET OF LOT 1 IN BLOCK 3,  
IN HURD'S AND ANDREW'S SUBDIVISION OF LOTS 5 & 6 IN ANDREW'S  
SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE  
SOUTHEAST FRACTIONAL 1/4 NORTH OF THE INDIAN BOUNDARY LINE,  
IN SECTION 28, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD  
PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS  
P.E.N. - 25-28-313-002-0000  
KNOWN AS - 12405 S. PARNELL

3715251

Cook County Clerk's Office

ILLINOIS REAL ESTATE MORTGAGE (Please print or type all names and addresses)

UNOFFICIAL COPY

3715251

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH THAT

TERRY LEE TOWNER & GAIL TOWNER (MARRIED TO EACH OTHER) 12405 S. PARNELL City of CHICAGO State of Illinois, Mortgagors. MORTGAGE and WARRANT to 1st CHOICE REMODELING CO. 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 \$ 13,508.88, being payable in 84

consecutive monthly installments of 160.82 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, 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 Mortgagee 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, if any, 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 24 day of MAY 1988

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR REQUIRED WITNESS. (Seal) Terry Lee Towner Mortgagee (Seal) Gail Towner Mortgagee

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 12405 S. PARNELL COUNTY OF CHICAGO, ILL.

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 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

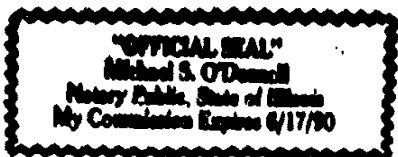
Given under my hand and notarial seal this day of My commission expires 19 (NOTARY PUBLIC)

STATE OF ILLINOIS } COUNTY OF COOK

I, Michael S. O'Donnell, a Notary Public for and in said County, do hereby certify that Terry Lee Towner and Gail Towner (MARRIED TO EACH OTHER) 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 24 day of MAY 1988 My commission expires 6-17 1990 (NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY Name M. O'Donnell Address 3518 W. TRINITY



DOCUMENT NUMBER

NOTE IDENTIFIED

3715251

# UNOFFICIAL COPY

## ASSIGNMENT OF MORTGAGE

For consideration paid, \_\_\_\_\_, holder of the within 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.

(Individual and Partnership Signature)

(Corporate Signature)

WITNESS my (our) hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

IN WITNESS THEREOF, \_\_\_\_\_

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

By \_\_\_\_\_

### 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

Before me, \_\_\_\_\_ My commission expires \_\_\_\_\_, 19 \_\_\_\_\_

### ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ SS \_\_\_\_\_, 19 \_\_\_\_\_

Then personally appeared the above named \_\_\_\_\_ of \_\_\_\_\_ 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, \_\_\_\_\_ My commission expires \_\_\_\_\_, 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, \_\_\_\_\_ My commission expires \_\_\_\_\_, 19 \_\_\_\_\_

3715251  
IN DUPLICATE  
WCS  
2/1340093

715251  
REAL ESTATE MORTGAGE  
STATUTORY FORM

715251 TO

ASSIGNMENT OF MORTGAGE  
MORTGAGE RECORDS  
STATE OF ILLINOIS  
RECORDS SECTION  
CHICAGO, ILLINOIS

When recorded mail to:  
DARTMOUTH  
6000 W. ANATHA  
CHICAGO, IL 60644

Space below for Recorder's use only