

# UNOFFICIAL COPY

RETAIL INSTALLMENT CONTRACT AND NOTE  
(LIEN CONTRACT) 5

Contract No. \_\_\_\_\_ Purchaser's Name(s) Wm. J. Hogg, Jr. (and)  
 Date of Transaction 11/4/74 Address 8550 S. Avalon  
 Date of Disclosure to Purchaser(s) 11/4/74 City Chicago State Illinois Zip \_\_\_\_\_

The undersigned Seller hereby sells and the undersigned Purchaser(s) having been offered both a cash price and a time price, hereby purchases, if one or more of them, jointly and severally, the below described goods and services for the time price and upon the terms and conditions set forth herein.

DESCRIPTION OF GOODS, SERVICES SOLD (Include Make, Model No., Serial No. (if any).  
Cover complete house with 210 lbs. Butt shingles self-stick style  
15 lb. felt paper over present tar roof -  
White or grey blend  
Flash around all stacks & chimneys  
Leave old roof - go over  
Aluminum white box gutters same location as present  
Install 3 downspouts

Description of Trade-in: \_\_\_\_\_  
**DISCLOSURES REQUIRED BY FEDERAL LAW**

**PROMISSORY NOTE - PAYMENT TERMS**  
 Purchaser(s) hereby agree(s) that this obligation is payable 60 DAYS after date or payable in 60 equal monthly payments or installments of \$ 43.47 commencing on the 8TH day of MARCH, 1974, and payable thereafter on the same day of the month, plus a final payment of \$ \_\_\_\_\_.  
 (DELETE INAPPLICABLE PAYMENT TERMS);

TOTAL OF PAYMENTS shown being the agreed amount due; delinquency or late charge of 5% or \$5 (\$3 in Ohio), whichever is less, will be made for each installment in default for 10 or more days. If suit is instituted upon Purchaser's default, to collect outstanding balance or otherwise to enforce Note and Deed of Trust, (Deed to Secure Debt, or Mortgage) Purchaser(s) are liable for Seller's legal expenses including reasonable attorney's fees. On default, Purchaser(s) are also responsible for all foreclosure expenses.

If any installment is not paid when due, the entire unpaid amount shall become due and payable forthwith at Seller's option.

**TIME IS OF THE ESSENCE OF THIS CONTRACT.**

Each of the undersigned hereby severally waives, each for himself and family, any and all homestead and exemption rights under the law of this State or the United States, benefits of valuation and appraisal, presentment, demand, notice, notice of protest, and notice of dishonor.

1. CASH PRICE (TAXES: ST. \$ _____ LCL. \$ _____)	\$ 1720.00
2. LESS: CASH DOWN PAYMENT.....	\$ 20.00
3. TRADE-IN.....	\$ none
4. TOTAL DOWN PAYMENT.....	\$ 20.00
5. UNPAID BALANCE OF CASH PRICE.....	\$ 1700.00
6. OTHER CHARGES:	
A. PREMIUM, CREDIT LIFE.....	\$ 130.41
B. PREMIUM, ACC. & HEALTH.....	\$ _____
C. _____	\$ _____
SPECIFY _____	
D. _____	\$ _____
SPECIFY _____	
TOTAL OTHER CHARGES.....	\$ 130.41
7. AMOUNT FINANCED.....	\$ 1830.41
8. FINANCE CHARGE.....	\$ 777.79
9. TOTAL OF PAYMENTS.....	\$ 2608.20
10. DEFERRED PAYMENT PRICE (1 + 6 + 8).....	\$ 2628.20
11. ANNUAL PERCENTAGE RATE.....	14.92% JK

**INSURANCE AGREEMENT**

The purchase of insurance coverage is voluntary and not required for credit. Credit Life  
 (Type of insurance)

is available at a cost of \$ 130.41 for the term of the credit \_\_\_\_\_

I desire insurance coverage: Signed William J. Hogg, Jr. Date 11/4/74

I do not desire insurance coverage: Signed \_\_\_\_\_ Date \_\_\_\_\_

INSURANCE SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE ACTUAL POLICY.

**- DESCRIPTION OF SECURITY HELD -**

(See Deed of Trust, (Deed to Secure Debt, or Mortgage) furnished for COMPLETE DETAILS)

TYPE OF LIEN OR MORTGAGE TO BE HELD: Real Estate Mortgage  
 ADDRESS/DESCRIPTION OF PROPERTY: 8550 S. Avalon

**IMPORTANT: EACH PURCHASER MUST RECEIVE A COMPLETED COPY OF THIS CONTRACT. SEE REVERSE SIDE FOR TERMS AND CONDITIONS THAT ARE A PART OF THIS CONTRACT.**

**NOTICE TO BUYER(S)**

- "CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT."  
 A. DO NOT SIGN THIS BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES.  
 B. YOU ARE ENTITLED TO AN EXACT COPY OF THE PAPERS YOU SIGN.  
 C. UNDER THE LAW YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CIRCUMSTANCES TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE WHICH WILL BE BASED ON THE 'RULE OF 78's'.  
 D. YOUR PROPERTY WILL BE SUBJECT TO A LIEN.  
 E. SELLER REPRESENTS THAT HIS NOTES AND/OR MORTGAGES (PAPER) ARE ROUTINELY SOLD TO FINANCIAL INSTITUTIONS."  
 F. CUSTOMER TO RETAIN COPY TO PROTECT THEIR LEGAL RIGHTS'.

Gem Construction Co.  
 (Name of Seller)

By Mar. Lefman President

Address 4432 W. Fullerton Ave.  
 FAC-1 IM 9/73

Purchaser(s) each acknowledge receipt of a completed copy of this RETAIL INSTALLMENT CONTRACT AND NOTE, AND ALL DISCLOSURES.

William J. Hogg, Jr.  
 (Purchaser's Signature)

Betty Hogg  
 (Purchaser's Signature)

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## FURTHER TERMS AND CONDITIONS OF CONTRACT

1. Purchaser agrees to execute and deliver to the Seller a Deed of Trust, (Deed to Secure Debt. or Mortgage) to secure the note of Purchaser by a lien on the real property on which the building(s) improved hereby are situated. Said security deed to be in form satisfactory to the Seller.

2. Seller will do all work in good and workmanlike manner and in strict accordance with all state and local laws, ordinances, rules and regulations.

3. Seller shall not be liable for delays occasioned by causes beyond his control, including but not limited to the elements, labor strikes and other labor unrest, riots and other public disturbances, acts of God, accidents, and delays, occasioned by suppliers not meeting shipping schedules. If Seller shall be unable to so perform within ninety (90) days of the date of this contract, either party shall be entitled to cancel same.

4. TIME IS OF THE ESSENCE OF THIS CONTRACT. Purchaser hereby authorizes and directs the Seller to begin installation of the goods and services purchased as soon as possible. In the event of default in the payment of any installment due hereunder, or if any petition in bankruptcy is filed by or against Purchaser, the holder hereof may declare the whole sum, or so much thereof as remains unpaid, immediately due and payable, at the option of the holder.

5. Purchaser hereby certifies that the credit information furnished by him in connection with this sale is true and understands that this Retail Installment Sales Contract is subject to approval of credit and, once accepted by the Seller and subject to three day right of rescission, cannot be cancelled unless the Seller is paid 50% of the total price as liquidated damages for the time and expense incurred by the Seller hereunder. This Retail Installment Sales Contract constitutes the entire agreement and no oral modification shall be valid.

6. Seller makes no warranty, express or implied, with respect to work and property, including but not limited to, merchantability and fitness for a particular purpose.

7. The word "Purchaser" as used in this entire contract shall include the plural, if there is more than one Purchaser hereunder.

8. Any provision hereof contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof.

I/WE HEREBY CERTIFY THAT I/WE HAVE EACH RECEIVED A COMPLETELY FILLED OUT COPY OF THE WITHIN CONTRACT.

[Signature]  
(Purchaser)

[Signature]  
(Purchaser)

### ASSIGNMENT OF NOTE

Pay to the order of **FINANCIAL ACCEPTANCE CORPORATION**

without recourse as to collectibility.

In consideration of the purchase of the within Note by Assignee, the undersigned makes the following representations and warranties, in addition to all statutory warranties and those implied by law: (a) the within Note is genuine in all respects and has been duly executed by all Makers and endorsers, all of whom had capacity to contract at the time of their execution hereof; (b) there are no defenses, set off, or counterclaims to the amount due or to become due hereunder and that the within Note represents a valid binding obligation of Makers to pay in accordance with its terms; (c) the Makers and endorsers are not now in default hereof; (d) the Note complies, in all respects, with the law of the State where executed and the law of the State where Makers reside; and (e) the undersigned owns all right, title and interest in and to the Note and has full right to assign and endorse the Note to Assignee. In the event of breach of any of the above warranties, undersigned agrees to repurchase the Note for the then unpaid balance due hereon plus any reasonable costs and expenses incurred by Assignee. Undersigned's liability shall not be affected by any settlement, extension, forbearance, or variation in terms granted by Assignee or by discharge or release of Makers and endorsers by operation of law or otherwise.

[Signature]  
(Name of Dealer)

By: [Signature]

Title: [Signature]

This contract has been approved for:

- |          |          |             |                |             |
|----------|----------|-------------|----------------|-------------|
| Arkansas | Illinois | Mississippi | South Carolina | Virginia    |
| Colorado | Indiana  | Ohio        | Tennessee      | W. Virginia |
| Georgia  | Kentucky | Oklahoma    | Texas          |             |

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0 3 7 2 6 4 5 5 3726455

OK  
see attached  
assignment  
etc  
Hogg

RELEASE DEED - STATE OF ILLINOIS

KNOW ALL MEN BY THESE PRESENTS:

That Financial Acceptance Corporation of the County of Jackson and State of Missouri, for and in consideration of One Dollar, and for other good and valuable considerations, the receipt whereof is hereby acknowledged, does by and through its appointed Attorney-In-Fact, Westinghouse Credit Corporation, pursuant to the powers granted it by a certain Power of Attorney dated May 2, 1977, does hereby remise, release, convey and quitclaim unto William J. Hogg and wife Betty J. Hogg (his wife), their heirs, legal representatives and assigns, all the right, title, interest, claim or demand whatsoever that they may have acquired in, through, or by a certain Real Estate Mortgage, bearing date the 7th day of January, 1975, and recorded in the Recorder's Office of Cook County, in the State of Illinois, in Book --- of --- Page ---, as Document Number 2791855 to the premises therein described, situated in the County of --- County, State of Illinois, as follows, to-wit: Situated in the County of Cook, Illinois - Lot 184 in J. E. Merrion Marynook Addn., being a Resubdivision of part of the West half of the Southeast qtr. and part of the East half of the southwest qtr. of Sec. 35, Township 38 North, Range 14 East of Third Principal Meridian together with all the appurtenances and privileges thereunto belonging or appertaining.

cancelled to + original produced  
Hogg

WITNESS our hand and seal this 15th day of January, 19 81.

FINANCIAL ACCEPTANCE CORPORATION  
By WESTINGHOUSE CREDIT CORPORATION  
pursuant to powers granted it under  
a certain Power of Attorney dated  
May 2, 1977.

ATTEST:

By: [Signature]  
T. H. Reed  
Its: Assistant Secretary

WESTINGHOUSE CREDIT CORPORATION  
By: [Signature]  
W. A. Powe  
Its: Vice President

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Mail to

Mrs. Mrs. William T. Hogg

8550 South Arden

Chicago Ill. 60619

Property of Cook County Clerk's Office

2025/11/11

Room 720

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## ACKNOWLEDGMENT

COMMONWEALTH

~~STATE~~ OF PENNSYLVANIA

COUNTY OF ALLEGHENY

ss:

I, Mary Ann Kelleher DO HEREBY  
 CERTIFY that W. A. Powe  
 personally known to me to be the Vice President of  
Westinghouse Credit Corporation, a Delaware Corporation, and  
T. H. Reed personally known to me to  
 be the Assistant Secretary of said Corporation, and  
 personally known to me to be the same persons whose names are  
 subscribed to the foregoing instrument, appeared before me this  
 day in person and severally acknowledged that as such  
Officers, they signed and delivered the said  
 instrument as Vice President and Assistant Secretary of said  
 Corporation, and caused the corporate seal of said Corporation to  
 be affixed thereto, pursuant to authority given by the Board of  
 Directors of said Corporation as their free and voluntary act,  
 and as the free and voluntary act and deed of said Corporation,  
 for the uses and purposes therein set forth.

Given under my hand and official seal this 15th day of  
January, 1981.

Mary Ann Kelleher  
 Notary Public

Notary Public  
 Pittsburgh, Allegheny County, Pa.  
 My Commission Expires Nov. 30, 1981

Prep: P. R. Christiansen  
 Three Gateway Center 23W  
 Pgh PA 15222 (412/255-4122)

My Commission Expires

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Property of Cook County Clerk's Office

RECORDED  
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IDENTIFIED No.	Registrar of Torrens Titles HARRY BUS YOUNG LIBERTY
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LIBERTY TITLE INS. CO.  
925 N. PLUM GROVE RD.  
SCHAUMBURG, IL 60197  
312 519-7733

16082