

ILLINOIS
REAL ESTATE MORTGAGE

(Please print or type all names and addresses)

UNOFFICIAL COPY

THIS INDENTURE WITNESSETH, THAT

1438 W. Gleason
(Buyer's Address)

CITY OF Chicago

State of Illinois, Mortgagor(s).

MORTGAGE and WARRANT TO... 600 N. Kildare, Chicago, IL, Mortgagor

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 \$ 60,000.00, being payable in 72 consecutive monthly installments of \$ 833.75 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 thereon, 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 EXPRESSEDLY 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 Mortgagor, shall pay all installments of prior mortgages (trust deeds) on said property and interest thereon, when due, and shall keep all promises in good repair. In the event of the failure of Mortgagor(s) to comply with any of the above covenants, Mortgagor, in addition to its other rights and remedies, is authorized, but is not obligated, to intend to the amount 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 accrued 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 Mortgagor, his or its attorney or law firm, become immediately due and payable, and this mortgage may be immediately foreclosed to pay the same, and it shall be lawful for Mortgagor, his or its attorney 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 advertising, selling and conveying said premises, and reasonable attorney's fees, to be included in the decree, and all monies 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 13th day of June, A.D. 1988

Michael E. Rowe

Mortgagor

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

(SEAL)

Subscribing Witness

(SEAL)

(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

} ss. This Mortgage was signed at 1438 W. Gleason
Chicago, IL

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 _____, and who executed, the foregoing instrument as his/her/their free and voluntary act, for the uses and purposes herein 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 thereto.

Given under my hand and notarial seal this

day of _____, 19_____

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My commission expires _____, 19_____

(NOTARY PUBLIC)

STATE OF ILLINOIS

COUNTY OF

} ss.

I, Michael E. Rowe, a Notary Public for and in said County, do hereby certify that _____, _____, 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 13th day of June, 1988

My commission expires 12/27/1988

(NOTARY PUBLIC)

THIS INSTRUMENT WAS PREPARED BY

Name Dennis H.H.

Address 3145 N. Clybourn, Chicago

B/R/T

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" OFFICIAL SEAL "
MICHAEL E. ROWE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/27/92 DOCUMENT NUMBER

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
this _____ day of _____ 19____.

By _____ Using Authorized Name of Officer and Title _____

ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF _____, COUNTY OF _____, SS _____, 19_____.

Then personally appeared the above named _____ and acknowledge^d 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. _____, 19_____.
(Handwritten signature over printed text)

Then personally appeared the above named, _____, the _____, 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, _____ Notary Public My commission expires _____ 19_____
[Signature]

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, _____ Notary Public My commission expires, _____, 19____

Permanent Real Estate Index Number: 13-13-306-023

Legal Description: Lot 16 in the Resubdivision of Block 2 in Rose Park, a subdivision of the East 1/2 of the Southwest 1/4 of Section 13, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

space below for Recorder's use only

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