

MAIL TO

UNOFFICIAL COPY 0120756235

Prepared By/Mail To:
HomeStar Bank
3 Diversatech Drive
Manteno, IL 60950

5001/0189 44 001 Page 1 of 3
2002-07-10 15:27:08
Cook County Recorder 47.50



0020756235

MORTGAGE
#63382850

Recorder's Stamp

THIS INDENTURE WITNESSETH, That the Grantors, Stephen W. Kovats and Patricia Kovats, Husband and Wife, as Joint Tenants

of the County of Cook, in the State of Illinois, in consideration of the sum of Thirty-Three Thousand One Hundred Fifty and 00/100 Dollars in hand paid, Convey, and Warrant to HomeStar Bank, as Trustee of the County of Will, in the State of Illinois, the following described real estate, to-wit:

Lot 5 in Forest Glen, a Subdivision in the East 1/2 of the West 1/2 of Section 28, Township 36 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded April 17, 2002, as Document Number 0020442298, in Cook County, Illinois.

Handwritten initials: SK

PIN#28-28-103-027

Commonly known as: Lot 5 Forest Glen Subdivision, Oak Forest, IL 60452

situated in the County of Cook, in the State of Illinois, and all appurtenances belonging thereto, together with all of the rents, issues and profits arising therefrom, hereby releasing and waiving all right under and by virtue of the Homestead Exemption Laws of the State of Illinois, in trust, nevertheless, for the following purpose:

WHEREAS, the said Stephen W. Kovats and Patricia Kovats is/are justly indebted upon a Promissory Note (the 'Note'), bearing even date herewith in the principal sum of U.S. \$ 33,150.00, or so much thereof as may be advanced and outstanding, with interest thereon, payable to the order of HomeStar Bank;

AND WHEREAS, the Grantor, in order to secure the aforementioned indebtedness, grants this Mortgage.

Now, if default be made in the payment of said Note or the interest thereon, or any part thereof, according to the terms of said Note, or in case of waste, nonpayment of taxes, special taxes or assessments or insurance premiums or assessments on said premises, then in such case, the whole of said principal sum and interest secured by said Note shall

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Thereupon, at the option of the legal holder or holders, become immediately due and payable and this Mortgage may then be foreclosed and out of the proceeds of any foreclosure sale there shall be paid first, the cost of said suit, including reasonable attorneys' fees and all monies advanced for abstracts of title, title searches and examinations.

Upon the filing of any bill to foreclose this Mortgage, the Court may, on application, without notice to the Grantor of Subsequent Grantees, and without bond being required of the applicant, appoint a Receiver to collect rents, issues and profits during the pendency of said suit and until the redemption period has expired and apply the same under the direction of said Court to the extinguishment of taxes, special taxes or assessments, attorneys' fees, debt, interest, cost and expenses incurred in the said foreclosure suit.

The Grantor(s) agree(s) to keep the buildings on said premises insured for their full insurable value against loss or damage by fire, lightning, windstorms, cyclones and tornadoes and that the policies shall be assigned to Grantee for the benefit of the holder of said Note.

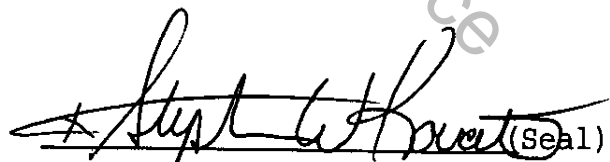
When the obligations of Grantor(s) under this Mortgage are fully paid and discharged, the Grantee shall reconvey said premises to Grantor(s) upon receiving his reasonable charges therefore. And in case of the death, resignation, removal from said County of Cook or ability to act, of said Grantee, then the Recorder of Deeds of said County is hereby appointed successor in trust with the same power and authority as is hereby vested in said Grantee.

Any transfer of legal or equitable title in real estate covered by this Mortgage or any part of said real estate shall give Grantee the right to declare all indebtedness secured by this Grantee immediately due and payable. Failure of Grantee to exercise this right of acceleration shall not constitute a waiver of future transfers.

It is also agreed that the Grantor(s) shall pay all costs and attorneys' fees incurred by the Grantee, or the holder of said Note in any suit in which either of them any be plaintiff or defendant by reason of being a party to this Mortgage or a holder of said Note.

Witness the hand and seal of said Grantor(s), this 1st day of July, 2002.

(Seal)


Stephen W. Kovats (Seal)

(Seal)


Patricia Kovats (Seal)

(Seal)

(Seal)

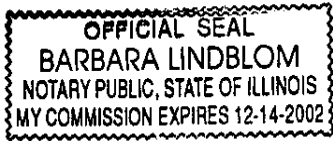
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STATE OF ILLINOIS)
)
COUNTY OF WILL)

I, _____ the undersigned _____, a Notary Public in and for said County, in the State of Illinois do hereby certify that _____ Stephen W. Kovats and Patricia Kovats _____

personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as 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 1st day of July, 2002



Barbara Lindblom

NOTARY PUBLIC

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS MORTGAGE SHOULD BE IDENTIFIED BY HOMESTAR BANK, TRUSTEE, BEFORE THE MORTGAGE IS FILED FOR RECORD.

HOMESTAR BANK
TRUSTEE

BY: *Jodi L. Kikkert*
Jodi L. Kikkert, Loan Officer