

MORTGAGE  
With Provision For Receiver  
(ILLINOIS)

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3040769

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THE MORTGAGOR, **RADOSLAV RUZIC**  
of the County of **Cook** and State of **Illinois**  
MORTGAGE S and WARRANT S to MORTGAGEE,  
**MONTICELLO TRUST, 6737 North Monticello Ave.,**  
**Lincolnwood, Illinois 60645**  
of the County of **Cook** and State of **Illinois**  
to secure the payment of a certain promissory note  
executed by mortgagor bearing even date herewith, payable  
to the order of **MONTICELLO TRUST**

DEPT-01  
T 4444 TRAN 1500 12/20/93 09:42:00 \$23.50  
#8239 \* -03-040769  
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

SECOND MORTGAGE

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the following described real estate, to wit:

**Lots 32 and 33 and the South Easterly 1/2 of Lot 34, all in Block 5 in D. S. Lee's Addition to Chicago, in Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.**

situated in the County of **Cook**, in the State of **Illinois**, together with all the rents, issues and profits thereof, and all appurtenances to said real estate, and all improvements thereon hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Real Estate Index Number(s): **17-05-207-023**

Address(es) of real estate: **1523-25 North Wicker Park, Chicago, Illinois 60622**

If default be made in the payment of the said promissory note or of any part thereof, or the interest thereon, or any part thereof, at the time and in the manner above specified for the payment thereof, or in 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 and in such case the whole of said principal sum and interest, secured by the said promissory note in this mortgage mentioned, shall thereupon, at the option of the said mortgagee, its heirs, executors, administrators, attorneys or assigns, become immediately due and payable; and this mortgage may be immediately foreclosed to pay the same by said mortgagee, its heirs, executors, administrators, attorneys or assigns, and it shall be lawful for the said mortgagee, its heirs, executors, administrators, 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.

Upon the filing of any complaint to foreclose this mortgage in any Court having jurisdiction thereof, such Court may appoint **Shirley Yale** or any proper person receiver, with power to collect the rents, issues and profits arising out of said premises during the pendency of such foreclosure suit, and until the time to redeem the same from any sale that may be made under any decree foreclosing this mortgage shall expire; and such rents, issues and profits when collected may be applied toward the payment of the indebtedness and expenses and advances herein mentioned and described. And 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, ascertaining the necessary parties to the foreclosure action, and reasonable debts, attorney fees, to be included in the decree, and all moneys advanced for taxes, assessments and other liens; then there shall be paid the principal of said note whether due and payable by the terms thereof or by acceleration, and the interest thereon.

If any provision of this mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or the remaining provisions of this mortgage.

Dated this **21st** day of **November** 19**91**.

*Radoslav Ruzic* (SEAL)  
**RADOSLAV RUZIC**

(SEAL)

(SEAL)

CHICAGO 11 CHYCOONS  
60 BOX 8738  
WILMENA K CHYCOONS

This instrument was prepared by **Matthew Chaconas, 4407 No. Elston Ave., Chicago, Ill. 60630**  
(NAME AND ADDRESS)

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*Matthew Chaconas*  
F.P.

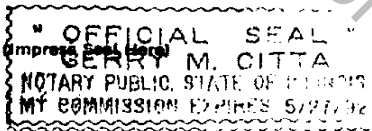
# UNOFFICIAL COPY

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

I, Gerry M. Citta, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RADOSLAV RUZIC

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 official seal this 21st day of November, 19 91.



Gerry M. Citta  
Notary Public

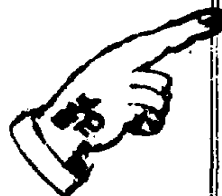
Commission Expires \_\_\_\_\_

Box \_\_\_\_\_

03040769

Real Estate Mortgage

TO



MAIL TO:

MATTHEW N. CHACONAS  
P.O. BOX 6438  
CHICAGO, IL 60664-0638

GEORGE E. COLE®  
LEGAL FORMS