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Doc#: 0407547243
Eugene "Gene" Moore Fee: \$26.00
Cook County Recorder of Deeds
Date: 03/15/2004 12:47 PM Pg: 1 of 2

MILLENNIUM TITLE GROUP LTD. MORTGAGE
ORDER NUMBER 04-1070

3073we

THE MORTGAGOR(S), NORVILLE R. CARTER, ~~is~~ married, of the City of Calumet City in Cook County, Illinois MORTGAGE(S) and WARRANT(S) to JOHN R. FOULKES and MARILYN L. FOULKES, of the City of Indianapolis, in _____ County, Indiana, to secure the payment of a certain Promissory Note executed by said mortgagor(s), bearing even date herewith, in the amount of Seventeen Thousand Four Hundred Dollars (\$17,400.00) amortized over 30 years at 3% per annum with a balloon payment on the Fifth anniversary date of the note, payable to the order of

JOHN R. FOULKES and MARILYN L. FOULKES, his wife, or the survivor of them

the following described real estate, to wit:

The South 9 feet of Lot 1, all of Lot 2 and Lot 3 (except the South 11 feet) in Block 7 in Calumet Subdivision, a Subdivision of the Northwest 1/4 of the Northwest 1/4 of Section 12, Township 30 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 322 Madison, Calumet City, Illinois 60409

P.I.N.: 29-12-110-063-0000

situated in Cook County, Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws 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.

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(s), his/her/their 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(s), his/her/their heirs, executors, administrators, attorneys or assigns; and it shall be lawful for the said Mortgagee(s), his/her/their 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 Complainant's attorney, or

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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 costs 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, and reasonable and proper attorneys' 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 not, and the interest thereon.

Dated this March 11 2004

Norville R. Carter (SEAL)

_____ (SEAL)

_____ (SEAL)

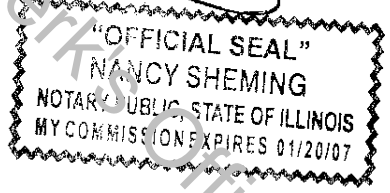
Property of [unclear] SS

STATE OF ILLINOIS

COUNTY OF COOK

I, The undersigned a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that NORVILLE R. CARTER, unmarried, is 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 a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of Homestead.

Nancy Sheming
NOTARY PUBLIC



Records & Return to:
PREPARED BY:

MARY FRANCES HILL
12400 South Harlem
Palos Heights, IL 60463
(708) 361-3335