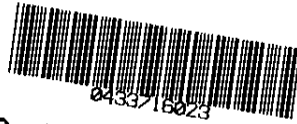


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Doc#: 0433716023
Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 12/02/2004 09:35 AM Pg: 1 of 3

MORTGAGE

THE MORTGAGOR, Mark Penn, married to Cheryl D. Penn, of the City of Calumet City in the County of Cook and State of Illinois, MORTGAGE and WARRANT to Bonita Henson of 1937 E. 170th Street, of the Village of South Holland County of Cook and State of Illinois, to secure the payment of that certain promissory note executed by Mark Penn bearing even date herewith, payable to the order of Bonita A. Henson the following described real estate, to wit:

LOT 30 IN GOLD COAST MANOR, UNIT NUMBER 3, BEING A SUBDIVISION OF PART OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 1368 Balmoral Avenue, Calumet City, IL 60401

PIN No. 30-19-219-044

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 thereunder, at the option of the said mortgagee, his 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, His heirs, executors, administrators, attorneys or assigns; and it shall be lawful for the said mortgagee, her heirs, executors, administrators, attorneys or assigns, to enter into and upon the premises

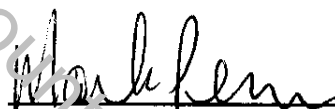
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hereby granted, or any part thereof, and to receive and collect all rents, issues and profits thereof.

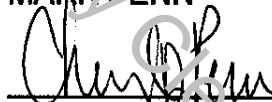
Upon the filing of any complaint to foreclose this mortgage in any Court having jurisdiction thereof, such Court may appoint Attorney Leonard R. Gargas or any proper person receiver, with power to collect the rents, issues and profits arising out of said premises during the pendency of such foreclosure 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 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 attorneys' fee, 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. There shall be no prepayment penalty for early repayment of the mortgage.

CHERYL D PENN JOINS IN THE EXECUTION OF THIS MORTGAGE SOLELY TO WAIVE ANY HOMESTEAD RIGHTS UNDER THE LAWS OF THE STATE OF ILLINOIS. MARK PENN BY EXECUTION OF THIS MORTGAGE ALSO WAIVES ANY HOMESTEAD RIGHTS UNDER THE LAWS OF THE STATE OF ILLINOIS.

Dated this 22nd day of October, 2004

 _____ (SEAL)

MARK PENN

 _____ (SEAL)

CHERYL D. PENN

This instrument was prepared by: LEONARD R. GARGAS, 15414 S. Harlem Avenue, Orland Park, IL 60462.

MAIL TO LEONARD GARGAS, 15414 S. HARLEM AVE. ORLAND PARK, IL 60462

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State of Illinois }
 } SS.
County of Cook }

I, the undersigned a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mark Penn and Cheryl D. Penn, ~~husband and wife~~, 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 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 22 nd day of October, 2004.


NOTARY PUBLIC

Commission Expires 09/21/06