

UNOFFICIAL COPY

Loan # 2847-1

21 594 355

THIS INSTRUMENT WITNESSETH That Irving Miller and Bernice Miller, his wife

of the city of Chicago in the County of Cook State of Illinois, mortgage and warrant to Uptown Federal Savings and Loan Association of Chicago, a corporation of the United States of America to secure the payment of a certain Promissory Note executed by Irving Miller and Bernice Miller, his wife of Chicago ~~payable to the order of Uptown Federal Savings and Loan Association in the amount of \$ 2,978.64~~ payable to the order of Uptown Federal Savings and Loan Association in the amount of \$ 2,978.64 dated January 8, 1971, the following described real estate, to-wit:

Lot 12 (except the North 6 inches of said Lot) in Wilson's Subdivision of the East 231 2/10 feet of the North 664 feet of the West half of the Northwest quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian

commonly known as 22 South Leavitt, Chicago, Illinois 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.

The aforesaid Note is payable as follows: Thirty-six (36) consecutive monthly installments of \$82.74 each, commencing from March 8, 1971.

And, it is Expressly Provided and Agreed, that if default be made in the payment of the said Promissory Note, then and in such case the whole of said principal sum and interest shall thereupon, at the option of the said Mortgagee, or his assigns, become immediately due and payable; and this Mortgage may be immediately foreclosed by said Mortgagee or his assigns to pay the same. Upon the filing of any Bill to foreclose this Mortgage in any Court having jurisdiction thereof, such Court may appoint a receiver, with power to collect the rents during the pendency of such foreclosure suit, and until the time to redeem the same from any sale shall expire.

There Shall be Included in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale and conveyance, including reasonable attorneys', Solicitors' and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for any purpose, with interest on such advances at the rate of seven per centum (7%) per annum, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagee.

DATED January 8, 1971 day of

19

X (SEAL) ✓ *Irving Miller* (SEAL)
(SEAL) *Bernice Miller* (SEAL)

STATE OF ILLINOIS)
) S.S.
COUNTY OF Cook)

I, John J. Hirm, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Irving Miller and Bernice Miller, his wife

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 (s)he (t)he(y) signed, sealed 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 8th day of January AD 1971

Box 491

Box



J. Hirm
Notary Public

HI-1018

21 594 355

UNOFFICIAL COPY

1971 AUG 23 AM 11 49

AUG-23-71 284556 • 21594355 • A -- Rec •

5.00

Property of Cook County Clerk's Office



21594355

END OF RECORDED DOCUMENT