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*Henry H. Olson*

RECORDS OF THE  
COOK COUNTY CLERK  
FILED FOR RECORD

JAN-3-72 573677 • 21764935 - A -- Rec

5.00

THIS INSTRUMENT WITNESSETH, That Hector Hernandez and Anna Hernandez, 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 Hector Hernandez and Anna Hernandez, his wife,

payable to the order of Uptown Federal Savings and Loan Association of Chicago in the amount of \$ 1,794.87 dated November 4, 1971, the following described real estate, to-wit:

Lot 11 in Subdivision of Lots 345 to 368 both inclusive in Dickey's Third Addition to Chicago in the Southeast quarter of Section 2, Township 39 North, Range 13 East of the Third Principal Meridian.

5.00

commonly known as 930 N. Homan 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: Sixty (60) consecutive monthly installments of \$29.92 each, commencing on the 4th Day of January, 1972. 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 purposes, with interest on such advances at the rate of seven percentum (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 surplus of the proceeds of sale, if any, shall be paid to the Mortgagor.

21764935

DATED 4th day of November 1971

(SEAL) *Hector Hernandez* (SEAL)

(SEAL) *Anna Hernandez* (SEAL)



) S.S.

I, *Joseph A. Miznik*, a Notary Public in and for said County, in the State aforesaid, do hereby certify that *Mrs. Mrs. Hector Hernandez*

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 4th day of November AD 1971

NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES SEPT. 22 1974  
ISSUED THRU ILLINOIS NOTARY ASSOCIATION

*Joseph A. Miznik*  
Notary Public

HI-1018

END OF RECORDED DOCUMENT