

# UNOFFICIAL COPY

23 457 993

THIS INDENTURE WITNESSETH, That James G. Pociask and Gayle Pociask, his wife of the Village of Lemont in the County of Cook State of Illinois mortgage and warrant to Lemont Savings Association of the Village of Lemont, County of Cook and State of Illinois to secure the payment of a certain promissory note executed by James G. Pociask and Gayle Pociask, his wife

A604427

payable to the order of Lemont Savings Association in the amount of \$ 6,922.80 dated April 19, 1976, the following described real estate, to wit: A part of the South West quarter of the North West quarter of Section 27, Township 37 North, Range 11, East of the Third Principal Meridian, described as follows: The North 214.00 feet of the South 642.00 feet of the West 111.00 feet of the East 745.00 feet in Cook County Illinois.

commonly known as 1335 Oak Avenue, Lemont, 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 of \$ 6,922.80 is payable as follows: \$115.38 on the 5th day of July, 1976 and a like amount on the 5th day of each month thereafter until paid in full. 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 Mortgagor.

DATED this 19th day of April, 1976

James G. Pociask (SEAL) Gayle Pociask (SEAL)

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

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I, Richard Pekofske, a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify that

James G. Pociask and Gayle Pociask, his wife personally known to me to be the same persons whose names 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 19th day of April A.D. 1976

Mail:

LEMONT SAVINGS ASSOCIATION  
1151 STATE STREET  
LEMONT, ILLINOIS 60439

Richard Pekofske  
Notary Public



Prepared by: Richard Pekofske, 1151 State St., Lemont, IL 60439

BOX 533

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