

UNOFFICIAL COPY

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THIS INDENTURE WITNESSETH, that MANUEL CLAS AND CARMEN CLAS, HIS WIFE of the City of Chicago, County of Cook and State of Illinois, mortgage and warrant to CENTRAL SAVINGS AND LOAN ASSOCIATION of the City of Chicago, County of Cook and State of Illinois to secure the payment of a certain Promissory Note executed by MANUEL CLAS AND CARMEN CLAS, his wife Payable to the order of CENTRAL SAVINGS AND LOAN ASSOCIATION in the amount of \$7,250.00 dated June 27, 1980 the following described real estate, to-wit:

LOT 10 IN BLOCK 6 IN YERKES' SUBDIVISION OF BLOCKS 33, 34, 35, 36, 41, 42, 43 AND 44 IN THE SUBDIVISION OF SECTION 19, (EXCEPT THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 AND THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 AND THE EAST 1/4 OF THE SOUTH WEST 1/4 THEREOF) IN TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

commonly known as 239 W. Cornelia, Chicago 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 or possession of said premises after any default in payment or breach of any of the covenants or agreements herein contained. The aforesaid Note of *\$7,250.00* is payable as follows: In equal payments of \$ 121.83 each month beginning August 1, 1980

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 attorney's, 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 nine per centum (9%) 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 8th day of July 1980.

Manuel Clas (SAL)
(MANUEL CLAS)

Carmen Clas (SAL)
(CARMEN CLAS)

(STATE OF ILLINOIS)
(COUNTY OF COOK)

25511685

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify that MANUEL CLAS AND CARMEN CLAS, HIS 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 right of Homestead.

Given under my hand and notarial seal this 8th day of July

This instrument was prepared and drafted by
Central Savings and Loan Association
1616 West Belmont Avenue
Chicago, Illinois 60657

Notary Seal
NOTARY PUBLIC



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