JNOFFICIAL CO

25529950

THIS INDENTURE WITNESSETH, That Eugene Wesolowski and Cynthia Weslowski,

his wife in the County of COOK State of of the Village of Lemont 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 Eugene Wesolowski and Cynthia Wesolowski

payable to the order of Lemont Savings Association in the amount of \$ 11,550.00 dated July 25, 1980 , the following described real estate, to wit:

Lots 46 and 51 in Jasnagora, a subdivision of the West 1/2 of the North East 1/4 of the North East 1/4 of Section 29, Township 37 North, Range ll East of the Third Principal Meridian, in Cook County, Illinois

commonly known as 705 Czr.c.i Street, Lemont, Illinois situated in the County of Cyr. 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 \$ 11,550.00 is payable as follows: \$160.41 on September 5, 1980 and a like amount on the 5th of each month thereafter until paid in full.

And, it is Expressly Provided and Agreed That if default be made in the payment of And, it is Expressly Provided and Agreed That if default be made in the payment of And, it is Expressly Provided and Agreed That if default be made in the payment of And, it is Expressly Provided and Agreed That if default be made in the payment of And, it is Expressly Provided and Agreed That if default be made in the payment of And, it is Expressly Provided and Agreed That if default be made in the payment of And, it is Expressly Provided and Agreed That if default be made in the payment of And, it is Expressly Provided and Agreed That if default be made in the payment of And, it is Expressly Provided and Agreed That if default be made in the payment of And, it is Expressly Provided and Agreed That is the Provided Agreed That is the Pro 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 way 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 ther of such Court may appoint a receiver, with power to collect the rents during the grad ncy of such foreclosure suit, and until the time to redeem the same from any sale shal? rpire.

There Shall Be Included in any decree foreclosing this mor Juge 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 moreve 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 mad. (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 sile, if any, shall then be paid to the Mortgagor.

DATED this day of Eugene Wearbush (SEAL) X Contra West C∳nthia Weslowski Eugene Wesolowski

STATE OF ILLINOIS) S.S. COUNTY OF COOK

, a Notary Public in and for said County, Richard Pekofske in the State aforesaid, Do Hereby Certify that Eugene Wesolowski and Cynthia Wesolowski, 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 stagned, sealed and delivered the said Instrument as their free and volumers 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 A.D. 19 80 25th day of July

Notary Public

This instrument prepared by: Richard Pekofske, 1151 State St., Lemont, Il.

LEMONT SAVINGS ASSOCIATION 1151 STATE STREET LEMONT, ILLINOIS 60439

UNOFFICIAL COPY

LENGTH SAMES ASSECTATION

LINE WINES SECTO

COOK COUNTY, ILLINOIS FILED FOR RECORD

1980 JUL 29 PM 2: 10

Sidney N. Olsen RECORDER OF DEEDS

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END OF RECORDED DOCUMENT