## **UNOFFICIAL CO**

25963155

THIS INDENTURE WITNESSETH, That the Mortgagor BENJAMIN C. SPINA AND OLYMPIA C. SPINA, HIS WIF

of the CITY of CHICAGO 11, inois Mortgage and Warrant to in the County of COOK State of ILLINOIS

## Fort Dearborn Federal Savings and Loan Association

of it launty of Cook and State of Illinois to secure the payment of certain Promi sory Note executed by BENJAMIN C. SPINA AND OLYMPIA C. SPINA, HIS WIFE

bearing date AUGUST 6, 1981 , Payable to the orer of FC SAVINGS AND LCAN ASSOCIATION OF CHICAGO, in the amount of \$Payable to the orer of FORT DEARBORN FEDERAL 3,100.00 the following described real estate, to-wit:

Lot 137 (except the South 8 1/3 feet) and the South 16 2/3 feet of Lot 138 in the Resubdivision of 10. 24 in Block 1, 2, 3,4,5,6, and Lot 28 in Block 7 and 8 in the Subdivision of the West 1/2 of the West 1/2 of the Southeast 1/4 of Section 30, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois. \*\*\*

commonly known as 2629 North Rutherford, Chicago, Illinois 60635 situated in the County of COOK in the State of ILLIN situated in the County of COOK in the State of ILLINOTS 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 \$ 3,100.00

is payable as follows:

36 Monthly Installments of \$111.00 starting Septrater 1, 1981 and due on the 1st day of each month thereafter.

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 is said principal sum and interest shall thereupon, at the option of the said Martgagee, or his assigns, become immediately due and payable; and this Mortgage rathe immediately foreclosed by said Mortgage or his assigns to pay the same. Upon the filling 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 the real chall expire. any sale shall expire.

day of August . A.D. 19 81 DATED this (SEAL) (SEAL)

STATE OF THE PAGE

T.J. WILLES KOSMACH, a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify that BENJAMIN C. SPINA AND OLYMPIA C. SPINA, HIS WIFE

Personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the y 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 6th

day of August

, A.D..19 81

This instrument was prepared by:

CAROL A. GUERINO

.. 6840 West Belmont Ave., Chgo. (Address)

Willian Notary Public

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