

# UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY: S. Evett

HOUSEHOLD BANK, fsh  
255 E. LAKE STREET  
BLOOMINGDALE, IL. 60108

27323436

HIP Loan # 03-3000261-0

THIS INDENTURE WITNESSETH, That RICHARD T. QUAGLIA & ADREINNE T. QUAGLIA, HIS WIFE,

of the VILLAGE of ELK GROVE in the County of COOK State of Illinois, mortgage and warrant to AMERICAN HERITAGE SAVINGS AND LOAN ASSOCIATION, of the Village of Addison, County of DuPage and State of Illinois to secure the payment of a certain promissory note executed by RICHARD T. QUAGLIA & ADRIENNE QUAGLIA

payable to the order of AMERICAN HERITAGE SAVINGS AND LOAN ASSOCIATION, in the amount of THREE THOUSAND ONE HUNDRED THIRTY SEVEN & 52/100 DOLLARS (\$3,137.52) dated the 20TH day of October, 1984, the following described real estate, to wit:

Lot 791 in Elk Grove Village Section 1, South being a Subdivision in the North half of Section 28, Township 41 North, Range 11 East of the Third Principal Meridian according to the Plat thereof Recorded, in the Recorder Office on April 24, 1957 as Document 16886255 and filed in the Office of the Registrar of Titles in April 24, 1957 as Document LR 1734744 in Cook County, Illinois.

Also, any right, title and interest in and to the beneficial interest in Land Trust number 3435 with Maywood-Proviso State Bank, as Trustee under Trust Agreement dated June 8, 1974.

commonly known as 215 Holly Lane Elk Grove Village, IL. 60005 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 \$3,137.52 is payable as follows: \$130.73 Beginning November 22, 1984 and for 23 months thereafter, until said note is 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 percentum 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 20TH day of OCTOBER, 1984

Richard Quaglia (SEAL)  
\_\_\_\_\_  
(SEAL)

Adrienne Quaglia (SEAL)  
\_\_\_\_\_  
(SEAL)

STATE OF ILLINOIS )  
                          ) s.s.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby Certify that Richard T. Quaglia & Adrienne T. Quaglia, his wife

personally known to me to be the same person 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 the Right of Homestead.

Given under my hand and notarial seal this 20TH day of OCTOBER, 1984

Sandra J. [Signature]  
Notary Public

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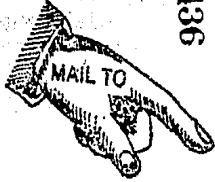
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