

UNOFFICIAL COPY

09/95

MORTGAGE 5 3 1 0 4 0 7

This Mortgage made this 20th day of November 19 85 between Wavne E. Robertson, divorced and not since remarried (herein the Mortgagor) and American Funding Intl. a New Jersey Ltd. Partnership

and its successors and assigns (hereinafter the Mortgagee)

85310467

RECITALS

WHEREAS Mortgagor is indebted to Mortgagee in the sum of Forty-Six Thousand Nine Hundred Eighty-One and 80/100

\$ 46,981.80 Dollars including interest thereon as evidenced by a Promissory Note of even date herewith made by Mortgagor (the Note) and payable in accordance with the terms and conditions stated therein.

NOW THEREFORE Mortgagor in consideration of the aforesaid sum and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged to Mortgagee and in fulfillment of all other sums required by the terms of said Note and of this Mortgage to be paid by Mortgagor to Mortgagee for the performance of the terms, conditions and covenants herein or in the Note contained and to secure the prompt payment of any sums due under any renewal, extension or change in said Note or of any Note given in substitution thereof, which renewal, extension, change or substitution shall not impair in any manner the validity or priority of this Mortgage does hereby grant, convey, warrant, sell and assign to Mortgagee its successors and assigns all

of the following real estate situated in Cook County Illinois to wit

Lot 49 in Block 1 in McPherson and Allerton's Addition, a subdivision of Block 25, in Canal Trustees Subdivision of Section 33, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Permanent Index No.: 17-33-314-024

Handwritten initials

Commonly known as: 3755 S. Emerald Ave., Chicago, IL 60609

1ST AMERICAN TITLE order # C9195

85310467

Together with all improvements, tenements, hereditaments, easements, and appurtenances thereto belonging or pertaining and all equipment and fixtures now or hereafter situated thereon or used in connection therewith, whether or not physically attached thereto. To have and to hold the premises unto Mortgagee its successors and assigns forever for the purposes and uses herein set forth, free from all rights and benefits under the Homestead Exemption Act of the State of Illinois, which said rights and benefits Mortgagor does hereby expressly release and waive.

(Seal)

(Seal)

Wayne E. Robertson

*Wayne E. Robertson*

IN WITNESS WHEREOF, the Mortgagor, and each of them, has hereunto set his hand and seal the day and year first above written.

16 Upon full payment of all sums secured hereby, Mortgages shall execute and deliver to Mortgagor a release of this mortgage

15 Any notice required or permitted by the provisions of this mortgage, or by law, shall be sufficiently given if sent by certified mail, first class postage prepaid to the address of the respective parties set forth below.

14 No remedy or right of Mortgagor shall be exclusive but shall be in addition to every other right or remedy herein conferred or now or hereafter existing by Law. Each and every right, power and remedy may be exercised or enforced currently. No delay in any exercise of any Mortgagor's rights hereunder shall preclude the subsequent exercise thereof so long as Mortgagors are in default hereunder and no waiver by Mortgagor of

13 Every maker or other person liable upon the Note secured hereby shall remain primarily bound (jointly and severally) in more than one) until said Note is fully paid, notwithstanding any sale or transfer of the mortgaged property. This instrument shall inure to the benefit of and the

12 In the event of any foreclosure of this mortgage, the Mortgagor shall pay all costs and attorney's fees which may be incurred by Mortgages

11 In the event of default in performance of any of Mortgagor's covenants or agreements herein contained, Mortgages may, but need not, make any

10 In the event of a default by Mortgagor in the performance of any agreement of Mortgagor hereunder or under any other instrument given as

9 In the event of loss or damage to the mortgaged property, the proceeds of any insurance shall be paid to the Mortgages. All monies received in

8 Mortgagor hereby assigns and transfers unto Mortgages, up to the amount of the indebtedness secured hereby, all awards of damages in

7 Mortgagor hereby assigns and transfers to Mortgages all rents and profits due or to become due and all deposits of money as advanced rent,

6 To exercise, to concede and deliver any and all instruments upon demand of Mortgages, as Mortgages may deem appropriate to perfect,

5 To permit it to be used for any lawful purposes.

4 To keep the buildings now and hereafter standing on the mortgaged premises and all insured parts of said real estate insured against loss or

3 To keep the premises in good condition and repair and not to commit or permit waste thereon.

2 To pay when due, all sums secured hereby.

1 Mortgagor covenants and agrees:

## COVENANTS

85310467

55-1-10-10-10-10

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8 5 3 1 0 4 6 7

ACKNOWLEDGEMENTS:

DEPT-01 RECORDING 100 05  
1181444 FROM 0073 12/03/05 TO 21:00  
NOV 15 11 25 AM 1985

## Individuals

State of Illinois, County of Cook Lake ss. I, the undersigned, a Notary Public in and for said County, and the State aforesaid, DO HEREBY CERTIFY that Wayne E. Robertson, divorced and not since remarried

IMPRESS SEAL HERE

personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his 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 official seal this 20th day of November 19 85

Commission expires 12-25-87 THIS INSTRUMENT 19 87 Elizabeth Ann Martin Notary Public

This instrument was prepared by PREPARED BY: (NAME AND ADDRESS)

**SAMUEL M. EINHORN**  
3525 N. Arlington Hts. Rd.  
Arlington Heights, IL 60004

AFFIX

## Corporate

State of Illinois, County of \_\_\_\_\_ ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ President of the \_\_\_\_\_

IMPRESS NOTARIAL SEAL HERE

corporation, and \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ Secretary of said corporation, and 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 severally acknowledged that as such \_\_\_\_\_ President and \_\_\_\_\_ Secretary, they signed and delivered the said instrument as \_\_\_\_\_ President and \_\_\_\_\_ Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of \_\_\_\_\_ of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

DOCUMENT NUMBER

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Commission expires \_\_\_\_\_ NOTARY PUBLIC

This instrument was prepared by \_\_\_\_\_ (NAME AND ADDRESS)

85310467

-85-310467

12.00

UNOFFICIAL COPY

Mortgage

10

Dated, \_\_\_\_\_

19 \_\_\_\_\_

REGISTRY OF DEEDS

for \_\_\_\_\_

County \_\_\_\_\_

Received

at \_\_\_\_\_ o'clock \_\_\_\_\_ minutes

Recorded in Vol. \_\_\_\_\_ Page \_\_\_\_\_

Attest: \_\_\_\_\_

Register of Deeds

From the Office of \_\_\_\_\_



Return to: P.O. Box 346, Box 176  
Morton, Illinois 62450-0176

Property of Cook County Clerk's Office

2001-11-15  
22-11042