

# UNOFFICIAL COPY

REAL ESTATE MORTGAGE WITH HOMESTEAD WAIVER

86194869

THIS INDENTURE BETWEEN JAMES A. GARNER AND BERNICE GARNER (Married to each other) Mortgagor(s), of COOK County, State of Illinois, and Fleet Mortgage Corp., a Rhode Island Corporation, Mortgagee.

WITNESSETH: That Mortgagor has concurrently executed an Installment Note of even date in the principal sum of FIFTEEN THOUSAND, THREE HUNDRED SEVENTY-NINE DOLLARS AND FIFTY-EIGHT CENTS Dollars (\$15,379.58\*\*\*) payable with interest at 20.00% percent per annum; repayable in 60 equal installments of \$417.53\*\*\*\*\* each, beginning on the 10th day of JUNE, 19 86. To secure the indebtedness of said note Mortgagor does hereby convey and warrant to Mortgagee the following described Real Estate in COOK County, State of Illinois:

Lots 18 and 19 (except that part taken for Highway described as follows: That part of Lots 18 and 19 lying easterly of a line extended from a point in the East line of Lot 18 aforesaid, 347 feet South of the Northeast corner of Lot 5 in said Block 1 to a point in the South line of Lot 19 aforesaid, 96 feet East of the Southwest corner of said Lot, all in Block 1 in Russell and Anderson's Resubdivision of Lots 8 to 20 in Hillard and Hitt's Subdivision of the East 1/2 of the North West 1/4 of Section 17, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

86194869

TAX NO. 25-17-117-015 & 015 - 40719 + P

COMMONLY KNOWN AS: 10635 S. THROOP, CHICAGO, ILLINOIS 60643

The said Mortgagor(s) covenant and agree with the said Mortgagee that they are legal owners of above described real estate and do hereby release and waive all rights under, and by virtue of the Homestead Exemption Laws of the State of Illinois, to said Mortgagee.

The said Mortgagor(s) agree to pay all taxes and assessments on said property and insure the property against direct loss or damage occasioned by fire; and upon Mortgagor(')s(') failure to do so the owner of the above indebtedness may pay same and add the amounts thereof to the indebtedness due.

The said Mortgagor(s) agree to pay all reasonable attorney's fees, costs, and expenses, including expenses of obtaining evidence of title and appraisals incurred by Mortgagee in the event of foreclosing this mortgage.

In Witness Whereof the said Mortgagor(s) have hereunto set their hands and seals this 6th day of MAY, A. D. 19 86.

James A. Garner (SEAL)  
JAMES A. GARNER  
Bernice Garner (SEAL)  
BERNICE GARNER (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
(SEAL)

STATE OF ILLINOIS, County of COOK, ss.

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that JAMES A. GARNER & BERNICE GARNER (Married to each other) personally known to me to be the same persons whose name(s) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as a 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 seal this 6 day of MAY, 19 86

Sandra M. Keller  
Notary Public SANDRA M. KELLER

This document was drafted by: P.A. GORDON

Mail to:  
**Fleet Mortgage Corp.**  
17924 SOUTH HALSTED  
HOMewood, ILLINOIS 60430

Property Address: 10635 S. THROOP  
CHICAGO, ILLINOIS 60643



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DO NOT WRITE IN ABOVE SPACE

Recording fee: \$3.50. Extra acknow-  
ledgements, fifteen cents and five  
cents for each lot over three and  
fifty cents for long descriptions.

MAIL TO:

6019869

CFD-165 10/85

DEPT-01 RECORDING \$12.00  
T#4444 TRAN 0201 05/15/86 14:39  
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