

MORTGAGE  
With Provision For Receiver  
(ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form  
All warranties, including merchantability and fitness, are excluded

THE MORTGAGOR S, MARIAN S. TARZYNSKI and  
LAURA TARZYNSKI, his wife,  
of the County of Cook and State of Illinois,  
MORTGAGE and WARRANT to MORTGAGEE

of the County of Cook and State of Illinois,  
to secure the payment of a certain promissory note  
executed by mortgagor S, bearing even date herewith, payable  
to the order of

Illinois Regional Bank N.A., Elmhurst as Trustee  
of the Westside Medical Associates, LTD.  
Restated Profit Sharing Plan and Trust in the  
principal amount of THIRTY FOUR THOUSAND THREE  
HUNDRED TWENTY SIX & 58/100 (\$34,326.58)

87032598

Above Space For Recorder's Use Only

the following described real estate, to wit:

Lot 2 in Block 4 in C. C. Braese's Subdivision of the East 1/2 of the West 1/2 of  
the North East 1/4 of Section 1, Township 39 North, Range 12, East of the Third  
Principal Meridian, in Cook County, Illinois.

P. I. N. 15-01-207-014

ABO  
JC

situated in the County of Cook, in the State of Illinois, together with all the rents, issues and  
profits thereof, and all appurtenances to said real estate, and all improvements thereon, hereby releasing and waiving all  
rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

If default be made in the payment of the said promissory note or of any part thereof, or the interest thereon, or any  
part thereof, at the time and in the manner above specified for the payment thereof, or in case of waste or non-payment of  
taxes or assessments on said premises, or of a breach of any of the covenants or agreements herein contained, then and in  
such case the whole of said principal sum and interest, secured by the said promissory note in this mortgage mentioned,  
shall thereupon, at the option of the said mortgagee, their heirs, executors, administrators, attorneys or assigns,  
become immediately due and payable; and this mortgage may be immediately foreclosed to pay the same by said  
mortgagee, their heirs, executors, administrators, attorneys or assigns, and it shall be lawful for the said  
mortgagee, their heirs, executors, administrators, attorneys or assigns, to enter into and upon the premises  
hereby granted, or any part thereof, and to receive and collect all rents, issues and profits thereof.

Upon the filing of any complaint to foreclose this mortgage in any Court having jurisdiction thereof, such Court may  
appoint or any proper person receiver,  
with power to collect the rents, issues and profits arising out of said premises during the pendency of such foreclosure suit,  
and until the time to redeem the same from any sale that may be made under any decree foreclosing this mortgage shall  
expire; and such rents, issues and profits when collected may be applied toward the payment of the indebtedness and  
expenses and advances herein mentioned and described. And upon the foreclosure and sale of said premises, there shall  
be first paid out of the proceeds of such sale all expenses of advertisement, selling and conveying said premises,  
ascertaining the necessary parties to the foreclosure action, and dollars attorneys' fees, to be  
included in the decree, and all moneys advanced for taxes, assessments and other liens; then there shall be paid the  
principal of said note whether due and payable by the terms thereof or by acceleration, and the interest thereon.

If any provision of this mortgage shall be prohibited by or invalid under applicable law, such provision shall be  
ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision  
or the remaining provisions of this mortgage.

Dated this 31st day of December, 19 86

Marian S. Tarzynski (SEAL)  
MARIAN S. TARZYNSKI

Laura Tarzynski (SEAL)  
LAURA TARZYNSKI

(SEAL)

This instrument was prepared by Edward J. Vertovec, Jr., 105 S. York St., Elmhurst, IL 60126  
(NAME AND ADDRESS)

+ mail to



87032598

# UNOFFICIAL COPY

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16 JAN 87 1:55

STATE OF ILLINOIS )  
COUNTY OF DU PAGE ) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MARIAN S. TARZYNSKI and LAURA TARZYNSKI,  
his wife

personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> 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 official seal this 31st day of December, 19 86

(Impress Seal Here)

Uicker A. Attardo  
Notary Public

Commission Expires 1/30/88

-87-032598

Box 87032598

Real Estate Mortgage

TO

MAIL TO:

GEORGE E. COLE  
LEGAL FORMS

