

**UNOFFICIAL COPY**

This Indenture Witnesseth, that the Mortgagor,

SUZANNE E. FLISZAR  
2311 183rd Street, Unit #408  
Homewood, IL 60430

MORTGAGE AND WARRANT TO:

KENNETH STROMBERGER  
2750 Enslen Drive  
Dyer, IN 46311

THAT WHEREAS, the Mortgagor is justly indebted to the Mortgagee upon the Demand Note of even date herewith, in the principal sum of THIRTY-FIVE THOUSAND and no/100 (\$35,000.00) DOLLARS, payable to the order of and delivered to the Mortgagee.

THE FOLLOWING DESCRIBED REAL ESTATE, to-wit:

(See Attached Rider)

An Undivided 3.109% interest in premises hereinafter described (excepting therefrom the property comprising those Units and parts of Units falling within said premises, as said Units are delineated on Survey attached to and a part of a Declaration of Condominium Ownership registered on the 6th day of November, 1973, as Document Number 2726217.) 83457488

Said premises being described as follows:-That part of Lots One (1) and Two (2) (taken as a tract) described as follows:-Beginning at a point on the Westerly right-of-way line of the Illinois Central Railroad, 465.08 feet Southwesterly of (as measured on said right of way line) a line 33 feet South of (measured at right angles) the North line of the Northwest Quarter (1/4) of Section 6 (hereinafter described) (said point being also the Southeasterly corner of said lots 1 and 2, taken as a tract); thence Northwesterly at right angles to said right of way line for a distance of 70 feet; thence Southwesterly along a line parallel with said right-of-way line to the intersection with the South line of said Lots 1 and 2 (taken as a tract); thence East along said South line of Lots 1 and 2, to the place of beginning; all in the Subdivision of that part of the North-Four Hundred Sixty Two (462) feet of the Northwest Quarter (1/4) lying West of the Illinois Central Railroad Company's Right-of-Way, of Section 6, Township 35 North, Range 14, East of the Third Principal Meridian.

32 06-100-066-1058

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.

**But It Is Expressly Provided and Agreed,** That if default be made in the payment of the said

Demand promissory note, or of any part thereof, ~~or the interest therein, or any part thereof,~~ the time and in the manner above specified for the payment thereof, or in case of waste or non-payment of tax 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 Demand promissory note, in this mortgage mentioned, shall thereupon, at the option of the said Mortgagee, its successors, attorneys or assigns, become immediately due and payable; And this Mortgage may be immediately foreclosed to pay the same by said Mortgagee, its successors, attorney, or assigns; And it shall be lawful for the Mortgagee, its successors, 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 bill 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 costs herein mentioned and described: Upon filing a bill to foreclose this mortgage in any court of competent jurisdiction, there shall immediately become due~~

~~and payable, an attorney's or solicitor's fee of~~ Dollars, to be taxed as costs in such suit. 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, said attorney's or solicitor's fees, and all other costs of such suit, 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 not, and the interest thereon.~~

**The Said Mortgagor**, covenant, S and agree, S that She, will keep all buildings that may at any time be upon said premises insured in such companies as the holders of said note, shall direct, for their full insurable value, and make the loss, if any, payable to, and deposit the policies of insurance with the party of the second part, or his assigns as a further security for the indebtedness aforesaid.

Dated this 26th

day of September A. D. 19...89

*Suzanne E. Fliszar*  
SUZANNE E. FLISZAR

SEAL

SEAL

SEAL

# UNOFFICIAL COPY

## MORTGAGE STATUTORY FORM

No. ....

TO

STATE OF ..... }  
County }  
SS. No. ....

This instrument was filed for record in the Recorder's  
Office of ..... County aforesaid, on the  
day of ..... 19.....  
at ..... o'clock ..... M. and recorded in Book .....  
on Page .....  
RECORDED

89-57488

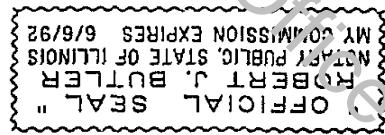
HOMWOOD, IL 60430

8311 W. 185RD #408

MAIL TO: SUZANNE FLISZAR



REC'D-AI RECORDING 12.25  
T#2222 TRAN 1828 09/27/89 15:04:00  
48989 # 89-457488



My Commission Expires June 6, 1992

Robert J. Butler  
A.D. 1989

GIVEN under my hand and Notarized  
as her free and voluntary act for the right of homestead.  
and acknowledged that she signed, sealed and delivered the said instrument  
subscribed to the foregoing instrument, appeared before me this day in person  
and acknowledged to me to be the same person whose name is  
personally known to me to be the same person whose name is

DO HEREBY CERTIFY, that SUZANNE E. FLISZAR  
in and for, and residing in said County, in the State aforesaid,

STATE OF ILLINOIS }  
COUNTY OF COOK }  
ss. I, Robert J. Butler



# UNOFFICIAL COPY

STATE OF ILLINOIS  
COUNTY OF COOK

ss.

I, Robert J. Butler

in and for, and residing in said County, in the State aforesaid,

DO HEREBY CERTIFY, that SUZANNE E. FLISZAR

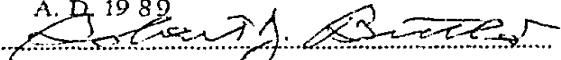
personally known to me to be the same person whose name is  
subscribed to the foregoing instrument, appeared before me this day in person  
and acknowledged that she signed, sealed and delivered the said instrument  
as her free and voluntary act for the uses and purposes therein  
set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial

seal, this 26th

day of September

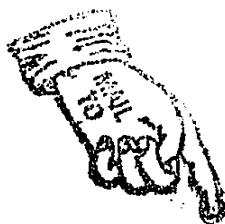
A. D. 1989

  
Robert J. Butler

My Commission Expires June 6, 1992



DEPT-01 RECORDING \$12.25  
T#2222 TRAN 1878 09/27/89 15:04:00  
\$8989 = E - 89-457488  
COOK COUNTY RECORDER



MAIL TO: SUZANNE FLISZAR  
2311 W. 189RD #408  
HOMewood, IL 60430

12 Mail

## MORTGAGE STATUTORY FORM

No.....

TO

STATE OF \_\_\_\_\_ SS. No. \_\_\_\_\_  
County \_\_\_\_\_

This instrument was filed for record in the Recorder's  
Office of \_\_\_\_\_ County aforesaid, on the  
day of \_\_\_\_\_ 19\_\_\_\_\_  
at \_\_\_\_ o'clock M. and recorded in Book \_\_\_\_\_  
of \_\_\_\_\_ on Page \_\_\_\_\_

RECORDER

89457488