

UNOFFICIAL COPY

Document No. _____ filed for Record in Recorder's office of 89149591

County, Illinois _____ at _____ o'clock _____ M.

MORTGAGE WITH HOMESTEAD WAIVER _____ Recorder of Deeds

THIS INDENTURE, Made this 21st day of March

A.D. 19 89 between Mary Macek and Roy Glenn

of the city of Chicago Cook County, Illinois, parties of the first part hereinafter called mortgagor and AMERICAN FAMILY FINANCIAL SERVICES, INC. of the City of Schaumburg, County of Cook and State of Illinois party of the second part hereinafter call mortgagee.

WITNESSETH: That the mortgagor for and in consideration of the sum of (\$9912.25) NINE THOUSAND NINE HUNDRED TWELVE AND 25/100 DOLLARS

(hereinafter called indebtedness) principal sum to mortgagors in hand paid the receipt of which is hereby acknowledged, do hereby convey and warrant unto the said mortgagee the following described real estate, with the buildings and improvements thereon and everything appertaining thereto, including all rents, issues and profits arising or accruing therefrom in any manner whatsoever, to wit:

Lot 40 and the W 1/2 of Lot 41 in Conover's Subdivision of the N. 1/2 of Block 10 in James Webb's Subdivision of the SE 1/4 of Section 14, Township 38 N., Range 13, East of the 3rd P.M., in Cook County Illinois

PIN#19-14-418-032

3320 W. 61st Pl., Chicago, IL. 60629

89149591

This (is) (~~is not~~) Homestead Property.

This mortgage is junior and subsequent to:

Mortgage made by Wesley Macek and Mary Macek to Damen Savings & Loan Association and recorded July 8, 1987 as Document #87374014 to secure an indebtedness of \$30,000.00.

(Subject to all legal highways upon said premises) situated in the city of Chicago County of Cook and State of Illinois: Hereby releasing and waiving all rights under, and by virtue of the Homestead Exemption Laws of this State.

The said mortgagor does covenant and agree with the said mortgagee that he is well seized of the premises above conveyed, as of a good and indefeasible inheritance in the law in fee simple: that the said premises are clear of all taxes, and assessments now due and of all other liens and incumbrances whatsoever, and will WARRANT AND FOREVER DEFEND the same.

The said mortgagor does covenant and agree with the said mortgagee to pay promptly when due, all taxes and assessments legally levied and accruing upon the said premises and any and all other liens thereon, and upon request to exhibit receipts therefor, to the said mortgagee and to keep the buildings and improvements upon said premises insured in reputable insurance companies for the benefit and security of the owner of said indebtedness for the value of such buildings and improvements during the full period of the lien hereby created, and deliver the insurance policies to the said mortgagee and to keep the buildings and improvements upon said premises in good repair during the full period of the lien hereby created.

In case of default in the payment of said indebtedness or any part thereof or the interest thereon or any part thereof at the time the same becomes due and payable according to the tenor and effect of the note or notes hereinafter described or any part thereof, or in case of waste, or in case of non payment of taxes or assessments, or in case of neglect to procure or renew insurance as hereinbefore provided, or in case of a breach of any of the covenants and agreements herein contained, then in any and every case all of the indebtedness hereby secured at the election of the owner or said indebtedness or any part thereof shall become immediately due and payable and this mortgage may be foreclosed in the manner and with the same effect as if said indebtedness had matured by lapse of time.

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American Family Financial Services, Inc.
1501 Woodfield Road, Suite 112W
Schauamburg, Illinois 60173

Return to
MILTO
My Commission Expires
Notary Public, State of Illinois
SHARON BERSHIRE
"OFFICIAL SEAL"
My Commission Expires 5/14/91

Notary Public

[Signature]

Given under my hand and Notarial Seal, at _____
March _____ day of _____
who is personally known to me to be the same person whose name subscribed to the foregoing instrument, as having executed the same, 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.

STATE OF ILLINOIS, _____ COUNTY, SS.
I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT _____
Mary Macek and Roy Glenn

89149591

Madison, WI 53783-0001
P.O. BOX 7430

This instrument drafted by James F. Strother, Atty at Law

Roy Glenn (SEAL)

Mary Macek (SEAL)

IN WITNESS WHEREOF the said mortgagor has hereunto set his hand and seal on the day and year first above written.
All of the covenants and agreements herein contained shall extend to and be binding upon all of the parties hereto, their and each of their heirs, executors, administrators, successors and assigns.

DEPT-01 RECEIVED
140337 TRAN 0439 04/05/84 16:27:00
\$12.25
BOOK COUNTY RECORDER
1792 = B # - 89 - 149591

In case of neglect or refusal of said mortgagor to insure said buildings and improvements and deliver the insurance policies to the said mortgagee or to pay the taxes and assessments, the owner of said indebtedness or any part thereof may procure and pay for such insurance and pay the taxes and assessments, and all money so paid with interest thereon at the rate of eight per cent per annum shall become additional indebtedness against the said mortgagor and the payment thereof shall be secured by this mortgage equally in every respect with the said original indebtedness.
In case of filing a bill to foreclose this mortgage, the Court may at any time before a sale, upon request appoint a receiver with power to collect the rents, issues and profits arising or accruing from said premises and out of such rents, issues and profits such receiver may pay all taxes and assessments accruing or past due, all insurance, and all necessary repairs to, and maintenance of said premises during the full period of such receivership, and the balance, if any, shall be reported to, and disbursed as directed by the Court. The said mortgagor does hereby covenant and agree to surrender the said premises peaceably on demand to any receiver that may be appointed by the Court.
In case of filing a bill to foreclose this mortgage, the said mortgagor does hereby covenant and agree to pay all reasonable attorney's fees and all costs and expenses incurred in and about such foreclosure suit, including all expenses for continuing abstracts of title to said premises; and the same shall become additional indebtedness against the said mortgagor and the payment thereof shall be secured by this mortgage equally in every respect with the said original indebtedness.
In case of any other suit or legal proceedings wherein the said mortgagee or the owner of said indebtedness or any part thereof shall be made a party thereby by reason of this mortgage, then the reasonable attorney's fees for services in any such suit or legal proceedings shall become additional indebtedness against the said mortgagor and the payment thereof shall be secured by this mortgage equally in every respect with the said original indebtedness.
Provided always that if the said mortgagor shall well and truly pay or cause to be paid to the said mortgagee or to the owner of said indebtedness, the principal sum of NINE THOUSAND NINE HUNDRED TWELVE AND 25/100 DOLLARS (\$9912.25)
Unless the provisions of this agreement otherwise require, words importing the plural shall include the singular, words importing the feminine, words importing the singular number shall include the plural, and words importing the plural shall include the singular.
This Mortgage Note shall be due and payable if the property subject to this mortgage is conveyed away or if title thereto shall be vested in any other.

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