

# UNOFFICIAL COPY

SHERIFF'S CERTIFICATE OF LEVY (REAL ESTATE)

2599 (FORM 37) A

890900

STATE OF ILLINOIS  
COUNTY OF COOK ss.

AMANDA MARTIN, and

STEPHANIE SPRAGUE,

89156696  
Circuit Court of Cook County, Illinois

Law Division

Case No. 88 L 13511

Plaintiff(s)

vs.

FRED F. ZGOBICA

DEPT-01 RECORDING \$12.00  
743222 TRAN 0710 04/10/89 16:48:00  
42762 + S \*-89-156696  
COOK COUNTY RECORDER

Defendant(s)

Pursuant to a judgment of the Circuit Court of Cook County, Illinois, in the above matter and a direction to levy executed by the Plaintiff(s), I, JAMES E. O'GRADY, Sheriff of Cook County, Illinois did on the .....

*April 6 1989*

levy on the right, title and interest of the Defendant(s)

Fred F. Zgobica

in and to the following described real estate:

commonly known as 6655 S. Kenneth, Chicago, Illinois

Permanent real estate number: 19-22-126-019

Legal Description:

Lot 19 Block 3

Subvision of East 1/4 of East 1/4 of East 1/4 of West 1/4 of West 1/4 of

Southeast 1/4 of Northwest 1/4 OF Section 22-38-13

89156696

89156696

JAMES E. O'GRADY, SHERIFF

12.00

NOTICE:

Filed certificate shall be returned to  
Sheriff of Cook County, Box #5.

By

*Ann D. Erwin*

DEPUTY

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Property of Cook County Clerk's Office

All insurance shall be carried in compliance approved by the Mortgagee and the policy and terms thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagee will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagee, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee and the Mortgagee and the Mortgagee may be fully and the insurance proceeds, or any part thereof, may be applied by the Mortgagee as to the reduction of the indebtedness hereby secured or to the satisfaction or repair of the property damaged, in event of foreclosure of this mortgage or when transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all rights, title and interest of the Mortgagee in and to any insurance policies then in force shall pass to the purchaser or grantee.

The Mortgagee further agrees that should the mortgage and the note covered hereby not be eligible for insurance under the National Housing Act within thirty days from the date hereof written statement of any interest in the property of the Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the thirtieth day from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such insurability, the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

In the event of default in making any monthly payment provided for herein and in the note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable. And in the event that the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagee, or any party claiming under said Mortgagee, and without regard to the solvency or insolvency of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness.

And in case of foreclosure of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and reasonable attorneys' fees of the complainant in such proceeding, and also for all outlay for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure, and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceeding, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

And there shall be included in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, including, sale, and conveyance, including attorney's, solicitor's, and stenographer's fees, outlays for documentary evidence and costs of abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid. The surplus of the proceeds of sale, if any, shall then be paid to the Mortgagee.

If the Mortgagee shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, when this conveyance shall be null and void and the Mortgagee will, within thirty (30) days after written demand therefor by the Mortgagee, execute a release or satisfaction of this mortgage, and Mortgagee hereby waives the benefit of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

It is expressly agreed that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any surety or in interest of the Mortgagee shall operate to release, in any manner, the original liability of the Mortgagee.

The covenants herein contained shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties herein. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

Wherever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may keep the said premises in good repair; pay such current back taxes and assessments as may be due on the said premises; pay for and maintain such insurance as shall have been required by the Mortgagee leave the said premises to the Mortgagee or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the rents, issues, and profits for the use of the premises hereinafter described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

66234168

89156220

THIS DOC. PREPARED BY: Susan C. Block  
CROWN MORTGAGE CO.  
6131 WEST 95th STREET  
OAK LAWN, ILLINOIS 60455

OFFICIAL SEAL  
THOMAS F. COURTNEY  
CLERK PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES 3/1/91

Given under my hand and Notarial Seal this 7th

State of Illinois )  
County of Cook )

Thomas F. Courtney

Notarized, Do hereby Certify That Anthony V. Gibbons

and Vicki A. Gibbons

person whose name s are

that they signed, sealed, and delivered the said instrument as

therein set forth, including the release and waiver of the right of homestead.

Witness the hand and seal of the Mortgagor, the day and year first written

*Anthony V. Gibbons* [SEAL]

Anthony V. Gibbons

[SEAL]

Vicki A. Gibbons, his wife

*Vicki A. Gibbons* [SEAL]

[SEAL]

[SEAL]

[SEAL]

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Property of Cook County Clerk

Filed for Record in the Recorder's Office of Cook County, Illinois, on the day of April, A.D. 1989

Page of

Notary Public

Thomas F. Courtney

April 7th, A.D. 1989

Given under my hand and Notarial Seal this 7th

Notarized, Do hereby Certify That Anthony V. Gibbons

and Vicki A. Gibbons

person whose name s are

that they signed, sealed, and delivered the said instrument as

therein set forth, including the release and waiver of the right of homestead.

Witness the hand and seal of the Mortgagor, the day and year first written

Anthony V. Gibbons

Vicki A. Gibbons, his wife

April 7th, A.D. 1989

Given under my hand and Notarial Seal this 7th

Notarized, Do hereby Certify That Anthony V. Gibbons

and Vicki A. Gibbons

person whose name s are

that they signed, sealed, and delivered the said instrument as

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Revised: March 4, 1989



30156292

his wife

Vicki A. Gibbons

Anthony V. Gibbons

Vicki A. Gibbons

Anthony V. Gibbons

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151111 TRAM 9552 24/10/89 14:17:08  
#9935 # A \* 89-156292  
COOK COUNTY RECORDER

substituted for "12 months.")

The mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than 12 months after the date on which the mortgage is executed, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner. (If the property is not the principal or secondary residence of the mortgagor, "24 months" must be substituted for "12 months.")

\_\_\_\_\_ as mortgagor  
his wife

between Crown Mortgage Co., mortgagee and Anthony V. Gibbons and Vicki A. Gibbons

Attached to and made a part of the FHA mortgage dated April 7, 19 89



