

# UNOFFICIAL COPY

90442493

Document No. \_\_\_\_\_ filed for Record in Recorder's office of \_\_\_\_\_

County, Illinois \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

MORTGAGE WITH HOMESTEAD WAIVER \_\_\_\_\_ Recorder of Deeds

THIS INDENTURE, Made this 31st day of AugustA.D. 19 90 between Domenico Serpe and Ruth Serpe, his wife, in joint tenancyof the city of Westchester, 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 (\$15,028.17\*\*\*\*\*)Fifteen Thousand Twenty Eight and 17/100\*\*\*\*\* 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 herefrom in any manner whatsoever, to wit:

Lot 8 (except the East 10 feet thereof) in Joseph Klepetko's resubdivision of lots 3, 4, 5 and 12 in the Second Addition to Sunnyside Acres, being a subdivision in the North East  $\frac{1}{4}$  of the South East  $\frac{1}{4}$  of Section 29, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number: 15-29-426-009-000

2625 Stratford; Westchester, IL 605

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• DEPT-01 RECORDING \$13.25  
• T#4444 TRAN 1348 09/11/90 13:13:00  
• #9659 + D \*-90-442493  
COOK COUNTY RECORDER

This (is) (not) Homestead Property.

This mortgage is junior and subsequent to:

Mortgage made by Domenico Serpe and Ruth Serpe to First Federal Savings & Loan Association recorded June 27, 1988 as Document Number 8828017 to secure an indebtedness in the amount of \$85,000.00/additional advance agreement recorded December 29, 1988 as Document Number 88597179 to secure an indebtedness in the amount of \$2500.00/addtopma; advance agreement recorded March 21, 1989 as Document Number 89122193 to secure an indebtedness in the amount of \$3500.00.

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(Subject to all legal highways upon said premises) situated in the city of Westchester 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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Notary Public

P. MICHELE SHILVOCK  
P. MICHELE SHILVOCK  
American Family Financial Services, Inc.  
1501 Woodfield Road, Suite 112W  
 Schaumburg, Illinois 60173  
Notary Public, State of Illinois  
Commission Expires 11/19/01

RECEIVED 10:



MAIL TO

My Commission Expires 11/19/91  
August AD 19 90  
Given under my hand and Notarial Seal, at  
this 31st day of

including the recite and waiver of the right of homestead,  
who is personally known to me to be the same person whose name is 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 herein set forth.

STATE OF ILLINOIS. ss.  
DO HEREBY CERTIFY THAT Domenco Seppe and Ruth Seppe  
I, the undersigned, a Notary Public, in and for said County and State aforesaid.

Madison, Wisconsin 53783-0001

PO Box 7430

James F. Strother, Attorney at Law

(SEAL)

Ruth Seppe

(SEAL)

Domenco Seppe

IN WITNESS WHEREOF the said mortgagor has this day and seal on the day and year first above written.

All of the covenants and agreements herein contained shall be and be binding upon all of the parties hereto, their and each of their heirs, executors, administrators, successors and assigns.

C.C. 90

This Mortgage Note shall be due and payable in the property subject to this mortgage is conveyed away or if title thereto shall be vested in any other  
number shall include the plural, and words importing the plural shall include the singular.  
Unless the provisions of this agreement otherwise require, words importing the masculine gender shall include the feminine, words importing the singular  
mortgagee and the payee thereof shall be secured by this mortgage equally in every respect with the said original indebtedness.  
In case of any other suit or legal proceeding than the said mortgagee or attorney or receiver of such sum shall be made a party thereto by  
indebtedness incurred in and about such transaction, including debts or expenses of title to said premises.  
In case of filing a bill to foreclose this mortgage, the said mortgagee agrees to pay all reasonable attorney's fees and all costs and  
expenses incurred in and about such transaction, including debts or expenses of title to said premises.

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 dispossess as directed by the Court. The said mortgagee does hereby covenant and agree to surrender the said premises peacefully on demand to any receiver  
and provide a suit of record from and premises and out of such rents, issues and profits such receiver may pay all taxes and assessments as per the full period of such receivership, and the balance, if any, shall be reported to,  
and necessary to secure the same, and the receiver may pay all taxes and assessments as per the full period of such receivership, and the balance, if any, shall be reported to,  
and paid with interest thereon at the rate of percent per annum shall become additional indebtedness against the said mortgagee and the  
money so paid with interest thereon at the rate of percent per annum shall become additional indebtedness against the said mortgagee and the  
same of negligence or default of said mortgagee to incur said buildings and improvements and deliver the insurance policies to the said mortgagee or to pay the  
same of damage to the said buildings and improvements and deliver the insurance policies to the said mortgagee.