

UNOFFICIAL COPY 90516431

This Indenture, WITNESSETH, That the Mortgagor Joseph Miller Jr., and Mary F. Miller, his wife of the Village of Maywood County of Cook and State of Illinois

Mortgages and Warrants to BLAZER FINANCIAL SERVICES, INC. 1723 Roosevelt Road, Broadview, Illinois 60153

90546431

a corporation duly organized and doing business

under and by virtue of the laws of the State of Illinois having its offices in the Village of Broadview

County of Cook and State of Illinois to secure the payment of a certain indebtedness evidenced by

a promissory note dated November 2, 1990 in the sum of Eight Thousand Two Hundred Twenty and 00/100 (\$8,220.00) which is payable as provided in said note, and additional advances made by the Mortgagee Blazer Financial Services, Inc., a corporation to the Mortgagor or her successors in title prior to the cancellation of this mortgage

The Following Described Real Estate, to-wit:

Lot 24 (except the South 8 1/3 feet) and the South 16 2/3 feet of Lot 25 in Block 3 in James H. Wallace's Addition to Maywood in Section 15, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number 15-15-110-013

Also Known As 1228 S. 19th Avenue, Maywood, Illinois 60153

located in the Village of Maywood County of Cook and 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 after a breach of any of the covenants herein.

The Mortgagor covenant and agree as follows: (1) to pay said indebtedness, and the interest thereon, as herein and in said notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of July in each year, all taxes and assessments against said premises, and on demand, to exhibit receipts thereof; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings at any time on said premises insured against loss by fire, in companies to be approved by the said mortgagee to the full insurable value thereof, with the usual mortgage clauses attached, in favor of, and deliver all such policies to said mortgagee; and (6) not to suffer any mechanics or other lien to attach to said premises. In the event of failure so to insure, or pay taxes or assessments, the mortgagee, or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title effecting said premises, and all money so paid, the mortgagor S agree to repay immediately without demand, and the same, with interest thereon from the date of payment at eight per cent per annum, shall be so much additional indebtedness secured hereby.

In the Event of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach, as provided for in the promissory note secured hereby, shall be recoverable by foreclosure hereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

It is Agreed by the mortgagor that all expenses and disbursements, paid or incurred in behalf of completion in connection with the foreclosure hereof—including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title to said premises embracing foreclosure decree—shall be paid by the mortgagor S; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the mortgagee S, as such, may be a party, shall also be paid by the mortgagor S. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceeding; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The mortgagor S waive all right to the possession of, and income from, said premises, pending such foreclosure proceedings, and until the period of redemption from any sale thereunder expires, and agree that upon the filing of any bill to foreclose this Mortgage Deed, a Receiver shall and may at once be appointed to take possession or charge of said premises, and collect such income, and the same, less receivership expenditures, including repairs, insurance premiums, taxes, assessments, and his commissions to pay to the person entitled to a deed under the certificate of sale, or in reduction of the redemption money if said premises be redeemed.

And it is Further Mutually Understood and Agreed, By and between the said parties hereto, that the covenants and agreements herein contained or entered into hereby, shall apply to, and, as far as the law allows, be binding upon and be for the benefit of the heirs, executors, administrators and assigns of the said parties respectively.

In Witness Whereof, the said Mortgagor S ha vEhereunto set their hand S and seal at

this 2nd day of November A. D. 1990

Joseph Miller Jr. (SEAL)
Mary F. Miller (SEAL)

PREPARED BY Janet Gifford 1723 Roosevelt Road Broadview, IL 60153

TRW REAL ESTATE LOAN SERVICES 100 N. LA SALLE CHICAGO, IL 60607

70442

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State of Illinois }
County of Cook }

ss. Robert G. Capra, a notary public
in and for said County, in the State aforesaid,

DO HEREBY CERTIFY, that Joseph Miller Jr., and Mary F. Miller, his wife

personally known to me to be the same persons whose names 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 seal, this 2nd

Day of November

A. D. 19 90



Robert G. Capra
Robert G. Capra
Notary Public

My Commission expires

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DEPT-01 RECORDING \$13.25
T#5555 TRAN 9274 11/08/90 12:22:00
#7494 # E *-90-546431
COOK COUNTY RECORDER

90546431

Return To:
Blaine Franklin & Services, Inc
1702 Roosevelt Road
Barrington, IL 60015

No. _____

MORTGAGE

_____ to _____

State of _____ ss. No. _____
County of _____

This instrument was filed for record in the Recorder's office of _____ County aforesaid, on the _____ day of _____ A. D. 19____, at _____ o'clock _____ M., and recorded in Book _____ of _____ on page _____ Recorder _____

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