

# UNOFFICIAL COPY

MORTGAGE  
With Provision For Receiver  
(ILLINOIS)

90600561

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72-78-2220

THE MORTGAGOR s, Barry D. Spitzer and Elissa Spitzer, his wife, in joint tenancy of the County of Cook and State of Illinois, MORTGAGE — and WARRANT — to MORTGAGEE —, FIRSTSTAR PARK FOREST BANK, an Illinois Banking Corp.

of the County of Cook and State of Illinois, to secure the payment of one certain promissory note \*\* executed by mortgagor s, bearing even date herewith, payable to the order of FIRSTSTAR PARK FOREST BANK, in the principal amount of \$150,000.00.

Above Space For Recorder's Use Only

\*\* and any extensions or renewals thereof

the following described real estate, to wit:

Lot 24 in HEATHER HILL, INC. ADDITION TO HEATHER HILL, a Subdivision of part of the Southwest 1/4 of Section 12, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

THIS IS A JUNIOR MORTGAGE

situated in the County of Cook, in the State of Illinois, together with all the rents, issues and profits thereof, and all appurtenances to said real estate, and all improvements thereon, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Real Estate Index Number(s): 31-12-356-031

Address(es) of real estate: 2841 Kathleen Lane, Rosemoor, Illinois

If default be made in the payment of the said promissory note —, or of any part thereof, or the interest thereon, or any part thereof, at the time and in the manner above specified for the payment thereof, or in case of waste or non-payment of taxes 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 promissory note — in this mortgage mentioned, shall thereupon, at the option of the said mortgagee — its heirs, executors, administrators, attorneys or assigns, become immediately due and payable; and this mortgage may be immediately foreclosed to pay the same by said mortgagee —, its heirs, executors, administrators, attorneys or assigns, and it shall be lawful for the said mortgagee —, its heirs, executors, administrators, 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 complaint to foreclose this mortgage in any Court having jurisdiction thereof, such Court may appoint FIRSTSTAR PARK FOREST BANK 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 expenses and advances herein mentioned and described. 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, ascertaining the necessary parties to the foreclosure action, and reasonable — dollars attorneys' fees, to be included in the decree, 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 by acceleration, and the interest thereon.

If any provision of this mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or the remaining provisions of this mortgage.

Dated this 14th day of November, 1990

Barry D. Spitzer  
Barry D. Spitzer

**13<sup>00</sup>** (SEAL)

Elissa Spitzer  
Elissa Spitzer

(SEAL)

(SEAL)

BOX 333 — HV

This instrument was prepared by Firststar Park Forest Bank, 99 Indianwood Blvd., Park Forest, Illinois 60466  
(NAME AND ADDRESS)

90600561

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STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Mishela Jo Pollakov, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Barry D. Spitzer and Elissa Spitzer

personally known to me to be the same person s whose name s 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 official seal this 14th day of November, 19 90.

OFFICIAL SEAL  
MISHELA JO POLLAKOV  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 6/3/93

Mishela Jo Pollakov  
Notary Public

Commission Expires 6/3/93

Box

## Real Estate Mortgage

Barry D. Spitzer and Elissa Spitzer,  
his wife, in joint tenancy

TO

Firststar Park Forest Bank  
99 Indianwood Blvd.  
Park Forest, Illinois 60466

MAIL TO:

Firststar Park Forest Bank  
99 Indianwood Blvd.  
Park Forest, Illinois 60466

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