

MORTGAGE (ILLINOIS)  
For Use With Note Form No. 1447

UNOFFICIAL COPY

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

90628002

THIS INDENTURE, made May 15, 19 90, between  
Charles W. Gerstner and Maribel V. Gerstner,  
his wife

8817 N. Menard Avenue Morton Grove, IL 60053  
(NO. AND STREET) (CITY) (STATE)  
herein referred to as "Mortgagors," and Betty W. Gerstner and  
Robert W. Gerstner

2628 W. Agatite Avenue Chicago, IL 60625  
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee," witnesseth:

DEPT-01 RECORDING \$13.25  
TR#2222 TRAN 1843 12/28/90 11:59:00  
#5271 # B \*-90-628002  
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of Twenty-seven thousand and no/100 DOLLARS (\$ 27,000.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 1st day of February, 1990, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 2628 W. Agatite Avenue Chicago, Illinois 60625

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Morton Grove COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 36 (except the South 10 feet) and all of Lot 31 in Bates 2nd L Terminal Addition A Subdivision of the West 10 acres of the Southeast 1/4 of Section 17, Township 41 North, Range 13, also of the East 5 acres of the Southwest 1/4 of the Southeast 1/4 of Section 17, East of the Third Principal Meridian, in Cook County, Illinois.

90628002

which, with the property hereinafter described, is referred to herein as the "premises."

Permanent Real Estate Index Number(s): 10-17-428-047-0000-115

Address(es) of Real Estate: 8817 N. Menard Avenue Morton Grove, Illinois 60053

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is: Charles W. Gerstner and Maribel V. Gerstner

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand . . . and seal . . . of Mortgagors the day and year first above written.

Charles W. Gerstner (Seal)

Maribel V. Gerstner (Seal)  
Maribel V. Gerstner

90628002

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

State of Illinois, County of Cook

in the State aforesaid, DO HEREBY CERTIFY that Charles W. Gerstner and Maribel V. Gerstner

IMPRESS SEAL HERE

personally known to me to be the same person S whose name S 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 28th day of December, 19 90  
Commission expires October 3 19 93 Denise Howard Notary Public

This instrument was prepared by \_\_\_\_\_ (NAME AND ADDRESS)

Mail this instrument to Maribel V. Gerstner 8817 N. Menard Avenue

Morton Grove, Illinois 60053  
(CITY) (STATE) (ZIP CODE)

OR RECORDER'S OFFICE BOX NO. \_\_\_\_\_

1325

OFFICIAL SEAL  
NOTARY PUBLIC  
DENISE HOWARD  
12/28/90

