

# UNOFFICIAL COPY

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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 15th day of December  
A.D. 19 89 between Hans-Ulrich G. Marx and Linda Marx, his wife, Joseph Gallo  
and Angeline Gallo, his wife

of the city of Wheeling 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 (\$36,094.05\*\*\*\*\*)  
Thirty Six Thousand Ninety Four and 05/100\*\*\*\*\* 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 therefrom in any manner whatsoever, to wit:

Lot 384 in Hollywood Ridge Unit No. 4 being a resubdivision in Sections  
3 and 4, Township 42 North, Range 11, East of the Third Principal Meridian,  
in Cook County, Illinois.

Permanent Tax Number: 03-03-308-010

1065 Valley Stream Dr.; Wheeling, IL 60090

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. DEPT-01 \$13.25  
. T#1111 TRAN 4325 01/04/90 14:56:00  
. #9793 # \*-90-006619  
COOK COUNTY RECORDER

**This (is) (~~is not~~) Homestead Property.**

This mortgage is junior and subsequent to:

Mortgage made by Hans-Ulrich G. Marx, Linda Marx, Joseph Gallo and Angeline Gallo to The Talman Home Federal Savings and Loan Association of Illinois to secure an indebtedness in the amount of \$62,000.00 and recorded May 24, 1986 as Document Number 86200654.

(Subject to all legal highways upon said premises) situated in the city of Wheeling  
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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"OFFICIAL SEAL"  
 P. MICHELE SHILOCK  
 Notary Public, State of Illinois  
 My Commission Expires 11/9/91

American Family Financial Services, Inc.  
 1501 Woodfield Road, Suite 112W  
 Schaumburg, Illinois 60173

Return to:  


December 11 1989  
 Commission Expires 11/9/91  
 Notary Public

Given under my hand and Notarial Seal, at \_\_\_\_\_ day of \_\_\_\_\_ this 15th

STATE OF ILLINOIS, County of Cook, ss. Joseph Gallo and Angelina Gallo who is personally known to me to be the same person whose name 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 therein set forth, including the release and waiver of the right of homestead.

This instrument drafted by James F. Strother, Attorney at Law, PO Box 7430, Madison, Wisconsin 53783-0001

Hans-Ulrich G. Marx, Linda Marx  
 Angelina Gallo (SEAL)  
 Joseph Gallo (SEAL)

IN WITNESS WHEREOF the said mortgagor has hereunto set his hand and seal on the day and year first above written.

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

Property of Cook County Clerk's Office

This Mortgage Note shall be due and payable if the property subject to this mortgage is conveyed away or if title thereto shall be vested in any other. Unless the provisions of this agreement otherwise require, words importing the plural shall include the singular. Provided always that if the said mortgagor shall well and truly pay or cause to be paid to the said mortgagee or to the owner of said indebtedness, the principal sum of THIRTY SIX THOUSAND NINETY FOUR AND 05/100 DOLLARS \*\*(\$36,094.05) \*\*\*\*\* in full, together with interest thereon, the principal sum of this mortgage, then the reasonable attorney's fees for services in any such suit or legal proceedings shall become additional indebtedness against the said mortgagor and the payment thereof shall be secured by this mortgage equally in every respect with the said original indebtedness. In case of any other suit or legal proceedings wherein the said mortgagee or the owner of said indebtedness or any party thereto by reason of this mortgage, then the reasonable attorney's fees for services in any such suit or legal proceedings shall become additional indebtedness against the said mortgagor and the payment thereof shall be secured by this mortgage equally in every respect with the said original indebtedness. In case of filing a bill to foreclose this mortgage, the said mortgagor does hereby covenant and agree to pay all reasonable attorney's fees and all costs and expenses incurred in and about such foreclosure suit, including all expenses for continuing abstracts of title to said premises; and the same shall become additional indebtedness against the said mortgagor and the payment thereof shall be secured by this mortgage equally in every respect with the said original indebtedness. 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 profits arising or accruing from said premises and out of such rents, issues and profits such receiver may pay all taxes and assessments accruing or past due, all insurance, and all necessary repairs to, and maintenance of said premises during the full period of such receivership, and the balance, if any, shall be reported to, and disbursed as directed by the Court. The said mortgagor does hereby covenant and agree to surrender the said premises peaceably on demand to any receiver that may be appointed by the Court. In case of filing a bill to foreclose this mortgage, the said mortgagor does hereby covenant and agree to pay all reasonable attorney's fees and all costs and expenses incurred in and about such foreclosure suit, including all expenses for continuing abstracts of title to said premises; and the same shall become additional indebtedness against the said mortgagor and the payment thereof shall be secured by this mortgage equally in every respect with the said original indebtedness. In case of neglect or refusal of said mortgagor to insure said buildings and improvements and deliver the insurance policies to the said mortgagee or to pay the taxes and assessments, the owner of said indebtedness or any party thereto may procure and pay for such insurance and pay the taxes and assessments, and all money so paid with interest thereon at the rate of \_\_\_\_\_ percent per annum shall become additional indebtedness against the said mortgagor and the payment thereof shall be secured by this mortgage equally in every respect with the said original indebtedness.

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