

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 11th day of July

A.D. 19 90 between John Serpe and Julie Ann Serpe f/k/a Julie Ann Beshk,  
not in tenancy in common, but in joint tenancy

of 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 (\$ 49,009.00\*\*\*\*\* )

Forty Nine Thousand Nine and 00/100\*\*\*\*\*DOLLARS

(hereinafter called indebtedness) principal sum to mortgagee 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 3 in Sunnyside Acres being a Subdivision of the West 176.08 feet of  
the North Half of the North East Quarter of the South East Quarter (except  
the East 915.21 feet thereof) of Section 29, Township 39 North, Range 12,  
East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number: 15-29-228-077

2615 S. Sunnyside; Westchester, Il. 60154

This (is) (was) Homestead Property.

This mortgage is junior and subsequent to:

Mortgage made by John Serpe and Julie Ann Beshk to Central Federal Savings  
and Loan Association to secure an indebtedness in the amount of \$85,000.00  
and recorded April 19, 1988 as Document Number 88160688.

(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 of 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.

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

My Commission Expires 11/9/91  
July 19 A.D. 19 90  
Given under my hand and Notarial Seal, at \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_

Julie Ann Beshk  
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.

STATE OF ILLINOIS,  
COUNTY \_\_\_\_\_  
DO HEREBY CERTIFY THAT John Serpe and Julie Ann Serpe f/k/a \_\_\_\_\_

This instrument drafted by James F. Strother, Attorney at Law  
PO Box 7430  
Madison, Wisconsin 53783-0010

*John Serpe*  
*Julie Ann Serpe f/k/a Julie Ann Beshk*  
(SEAL) \_\_\_\_\_  
(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, executors, administrators, successors and assigns.

DEPT-01 RECORDING \*13.25  
1433333 TRAN 2405 07/19/90 13:53:00  
#8588 ÷ C \* -90-347670  
COOK COUNTY RECORDER

50327670  
Cook County Clerk's Office

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 part thereof 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.  
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 any other suit or legal proceedings wherein the said mortgagee or the owner of said indebtedness or any part thereof shall be made a party thereby 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.  
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 FORTY NINE THOUSAND NINE AND 00/100 DOLLARS (\$49,009.00) \*\*\*\*\*  
Unless the provisions of this agreement otherwise require, words importing the masculine gender shall include the feminine, words importing the singular number shall include the plural, and words importing the plural shall include the singular.  
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.