

UNOFFICIAL COPY

THIS INDENTURE, WITNESSETH, That the Mortgagee, ANTHONY A. CREEE AND JUDY A. GREEN

of the CITY of CHICAGO County of COOK and State of ILLINOIS

MORTGAGES AND WARRANTS to KANSAS STATE BANK, KANSAS, ILLINOIS

a corporation duly organized and doing business under and by virtue of the laws of the State of ILLINOIS having its principal office in the VILLAGE of KANSAS County of EDGAR and State of ILLINOIS to secure the payment of a certain indebtedness evidenced by ONE CERTAIN PROMISSORY NOTE IN THE PRINCIPAL AMOUNT OF TEN THOUSAND TWO HUNDRED SIXTY dated 8/27/91 FIVE AND 50/100-----

THE FOLLOWING DESCRIBED REAL ESTATE, to-wit:

Lot 24 in A.S. Bradley's Subdivision of Lot 15 in Bradley and Monote's Subdivision of the West 1/2 of the North East 1/4 of Section 14, Township 34 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

Known As: 3533 W. Van Buren, Chicago, IL 60624

P.I.N. 15-14-224-016-0000

-31-495008

DEPT. OF RECORDING 13-29
135755 TRAM 0899 09/28/91 1311-000
47707 : F * - 91 - 495008
COOK COUNTY RECORDER

situated in the CITY of CHICAGO 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 in 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 and coupons 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 by extended coverage insurance and insured against loss by fire, in companies to be approved by the said mortgagee to the full insurable value thereof, with the usual mortgage clause 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 mortgagee agree to repay immediately without demand, and the same, with interest thereon from the date of payment at the maximum allowable at law 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, at the maximum allowable by law, 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 mortgagee that all expenses and disbursements, paid or incurred in behalf of the plaintiff in connection with the foreclosure hereof—including reasonable Dollars, solicitor'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 mortgagee; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the mortgagee, as such, may be a party, shall also be paid by the mortgagee. All such expenses and disbursement, 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 solicitor's fees, have been paid. The mortgagee waive all right to the possession of, and income from, said premises, pending such foreclosure proceeding, 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 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 Mortgagee ha hereunto set hand and seal at

this 24th day of SEPT A D. 19 91

Anthony A. Green SEAL

Judy Green SEAL

1329

91495008

No. _____

MORTGAGE

to _____

State of _____ ss. No. _____
County, _____

This instrument was filed for record in the Recorder's office of _____

County aforesaid, on the _____ day

of _____, D. 19 _____, at _____

o'clock _____ and recorded in Book _____

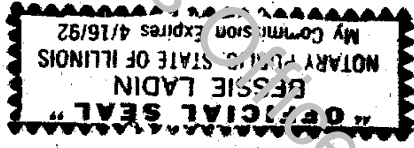
of _____ on page _____

Recorder: _____



C. E. POWELL
1300 Lake Shore Dr
Chicago, Ill 60610

Property of Cook County Clerk's Office



My Commission expires _____

19 _____

[Signature]

Personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

DO HEREBY CERTIFY, that
ANTHONY & CATHY
AND Y. GREEN

In and for said County, in the State aforesaid,

1. ss. _____

State of _____
County of _____

GIVEN under my hand and day of *SEPT* 19 *91*

notary, this *24TH*