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THE MORTGAGOR, James K. McNamara, divorced and not remarried
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 James K. McNamara, bearing even date herewith, payable
to the order of Firststar Park Forest Bank in the principal
sum of \$10,000.00

DEPT-01 RECORDING \$13.00
T#3333 TRAN 8337 03/27/91 14:54:00
#7294 C *-91-137022
COOK COUNTY RECORDER

91137022

Above Space For Recorder's Use Only

THIS IS A JUNIOR MORTGAGE

**and any extension or renewal thereof

the following described real estate, to wit:

Lot 16 Block 72 Resubdivision of Block 72 and Block 73 (excepting lots 1 and 45 to 53, both inclusive of said Block 73) and vacated Topeka Street, all in Village of Park Foest Area No. 5 being a subdivision of part of the east 1/4 of Section 35 and the west 1/4 of Section 36, Township 35 North, Range 13 east of the Third Principal Meridian in Cook County, Illinois, according to the plat thereof, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, October 21, 1953, as Document No. 15750202, 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): 31-35-11-068

Address(es) of real estate: 3 Sangamon Court, Park Forest, IL 60466

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, his 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, his heirs, executors, administrators, attorneys or assigns, and it shall be lawful for the said mortgagee, his 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 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 22nd day of March, 1991.

James K. McNamara (SEAL)
James K. McNamara

_____ (SEAL)

_____ (SEAL)

This instrument was prepared by Julie Van, Firststar Park Forest Bank, Park Forest, IL
(NAME AND ADDRESS)

RE TITLE SERVICES # 13-6230

13-00
E

UNOFFICIAL COPY

UNOFFICIAL

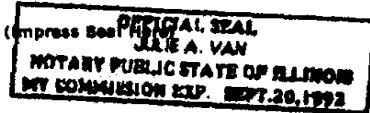
STATE OF Illinois)
COUNTY OF Cook) ss.

I, Julie A. Van, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James K. McNamara

UNOFFICIAL

personally known to me to be the same person whose name has subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as a 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 22nd day of March, 1991.



Julie A. Van
Notary Public

Commission Expires _____

Property of Cook County Clerk's Office

Real Estate Mortgage 9113702

James K. McNamara

TO

Firstar Park Forest Bank

MAIL TO:

Firstar Park Forest Bank
99 Indianwood Blvd
Park Forest, IL 60466

