

Document No. _____ filed for Record in Recorder's office of _____

County, Illinois _____ at _____ o'clock _____ M.

MORTGAGE WITH HOMESTEAD WAIVER _____ Recorder of Deeds

THE UNDERTURE, Made this 5th day of April

A.D. 19 91 between Eugene V. Roche

of the city of Melrose Park, 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 (\$ 30,478.00*****)

Thirty Thouand Four hundred Seventy Eight and 00/100***** 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 9 in Fullerton Gardens Subdivision of the East Half of the Northesat Quarter of Section 33, Township 40 North, Range 12, East of the Third Principal Meridian, and South Half of the South Half of the Southeast Quarter of the Southwest Quarter of Saction 28, Township 40 North, Range 12, East of the Third Principlal Meridian, in Cook County, Illinois, commonly known as 2301 Ruby St.; Melrose Park, Illinois.

91168253

Permanent Tax Number: 12-33-215-009

This (is) ~~(is)~~ Homestead Property.

This mortgage is junior and subsequent to:

Mortgage made by Eugene V. Roche to Illinois Mortgage Associates, Ltd. dated July 10, 1987 to secure an indebtedness in the amount of \$55,000.00 and recorded July 21, 1987 as Document Number 87399811, assigned to Olympic Mortgage Corporation July 21, 1987 and recorded as Document Number 87399812.

(Subject to all legal highways upon said premises) situated in the city of Melrose Park County of Cook and State of Illinois: Hereby relensing 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.

13 Mail

Schaumburg, Illinois 60173

1501 Woodfield Road, Suite 112W

American Family Financial Services, Inc.

"OFFICIAL SEAL"
Elizabeth A. Marzko, Notary Public
DuPage County, State of Illinois
My Commission Expires 8/12/93

MAIL TO



My Commission Expires

4/12/93

A.D. 1991

April

Given under my hand and Notarial Seal, at

this 5th day of

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, SS.

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

I, the undersigned, a Notary Public, in and for said County and State aforesaid,
DO HEREBY CERTIFY THAT Eugene V. Roche

(SEAL)

(SEAL)

Eugene V. Roche
91168253

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 survive the death of the mortgagor and be binding upon all of the parties hereto, their heirs, executors, administrators, successors and assigns.

DEPT-01 RECORDING
T#1111 TRAN 2322 04/12/91 14:03:00
#6328 *A *91-168253
COOK COUNTY RECORDER

91168253

91168253

This Mortgage Note shall be due and payable if the property subject to this mortgage is conveyed away or if it is thereunto shall be vested in any other number shall include the plural, and words importing the plural shall include the singular.
Unless the provisions of this agreement otherwise require, words importing the masculine gender shall include the feminine, words importing the singular sum of THIRTY THOUSAND FOUR HUNDRED SEVENTY EIGHT AND 00/100 DOLLARS (\$30,478.00) *****
Provided always that if the said mortgagor shall well and truly pay or cause to be paid to the owner of said indebtedness, the principal amount of this mortgage, together with all interest thereon, in full, at the time and place specified in the said instrument, then the said mortgage shall be deemed to be paid in full and the mortgagor shall be released from all obligations under the said mortgage, 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 mortgage or the owner of said indebtedness or any part thereof shall be made a party (hereby 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 receiver is appointed, 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 interest, 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 distributed as directed by the Court. The said mortgagor does hereby covenant and agree to surrender the said premises peacefully 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 surrender the said premises peacefully on demand to any receiver that may be appointed by the Court.
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 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.