

This Indenture Witnesseth, that the Mortgagor,

91364594

David E. Cassidy
of the Village of Bartlett County of Cook and State of Illinois
MORTGAGE AND WARRANT to Motorola Inc, a corporation

of the Delaware County of Delaware to secure the payment of a promissory note bearing even date herewith, payable to the order of

Motorola Inc.

91364594

the following described Real Estate, to-wit:

Lot 6 (except the North 4 feet thereof) Oak Manor Addition, being a subdivision of part of the Southeast 1/4 of the Northeast 1/4 of Section 34, Township 41, North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois, and known generally as 105 North Hickory Avenue, Bartlett, Illinois 60103.

Tax No.: 06-34-207-025 Volume No.: 061

91364594

DEPT-01 RECORDING \$13.29
T45555 TRAN 4948 07/22/91 14:50:00
\$7134 ± E * -91-364594
COOK COUNTY RECORDER

First American Title Order #

186/137

situated in the County of Cook and State of Illinois, together with all rents, issues and profits thereof, 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 of said premises after any default in payments or breach of any of the covenants or agreements herein contained.

as Document No. 88379705

This mortgage is subject to the prior lien of a mortgage to Northwest Mortgage Inc., recorded August 22, 1988/ and assigned to Federal Home Loan Mortgage Corporation, recorded July 14, 1989, as Document No. B9321796, in the Cook County Office of the Recorder of Deeds

AND THE SAID MORTGAGOR covenants and agrees with the said Mortgagee to pay promptly when due all said taxes and assessments accruing or levied on said premises before they become delinquent and all liens on said premises including all installments of interest and principal on said prior lien as they mature, and to keep the buildings upon said premises insured against fire, lightning and windstorm, until said note with interest is fully paid, for a sum of not less than \$128,500.00 Dollar, in such insurance companies as the said Mortgagee shall approve (PROVIDED, however, that if the policies of such insurance contain any condition or provision as to co-insurance, the buildings shall be kept insured for a sufficient amount to comply with such co-insurance condition), and such policies shall provide that loss, if any, shall be payable first to the owner of said prior lien and then to the owner of the debt secured by this mortgage, as their respective interests may appear, and the policies shall be delivered to and held by the owner of said prior lien during the period of such lien and thereafter they shall be delivered to and held by the owner of the debt secured by this mortgage, during the period of the lien hereby created, and the mortgagor covenants and agrees with the mortgagee to keep the buildings and improvements on said premises in good repair during the term of this mortgage, and in case of refusal or neglect of the said mortgagor to keep said premises so insured, or to pay such taxes, assessments and liens, including installments of interest and principal due on said prior lien as they mature and keep the buildings and improvements on said premises in good repair, the owner of the debt secured by this mortgage may procure and pay for such insurance and pay such taxes, assessments and liens and money due on said prior lien and all money so paid with interest thereon at the rate of 10% percent per annum, shall become so much additional indebtedness against the said mortgagee and secured by this mortgage, and may be paid out of the proceeds of any sale of said lands and premises under and by virtue of this mortgage.

BUT IT IS EXPRESSLY PROVIDED AND AGREED that if default be made in the payment of said promissory note, or 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, or money due upon any prior lien on said premises, or of a breach of any of the covenants or agreements herein contained, then and in each case the whole of the principal sum and interest secured by this mortgage, shall thereupon, at the option of said mortgagee, bear, heirs, executors, administrators, attorneys, successors or assigns, become immediately due and payable and this mortgage may be immediately foreclosed to pay the same by said mortgagee, its heirs, executors, administrators, attorneys, successors or assigns, and it shall be lawful for the said mortgagee, its heirs, executors, administrators, attorneys, successors or assigns to enter into and upon the premises hereby granted, or any part thereof, and to collect and receive all rents, issues and profits thereof.

UPON THE FILING OF ANY BILL to foreclose this mortgage in any Court having jurisdiction thereof, such Court may appoint any 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; provided, however, that in case of redemption from sale, such rents, issues and profits, when collected, may be applied toward the payment of the indebtedness and costs herein mentioned and described. And the Mortgagor covenants and agrees to deliver up possession of said premises to any receiver that may be so appointed by the Court, peaceably on demand. And in case a complaint or counter claim is filed to foreclose this mortgage, or if the owner of the note secured hereby, finds it necessary to protect his rights herein in any court proceeding, the mortgagor covenants and agrees to pay reasonable Solicitor's fees and all costs and expenses incurred in and about such suit or suits including the expense of an examination of the records, or of writing up the abstract of title and the same are hereby made a lien upon said premises and may be recovered and entered up in the decree of foreclosure and collected in the same manner as the other money secured by this mortgage.

Dated this 15 day of July, A.D. 19 91

David E Cassidy
David E. Cassidy

13 Mail

UNOFFICIAL COPY

MORTGAGE

DAVID E. CASSIDY

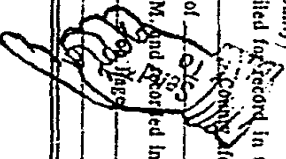
MOTOROLA INC.

TO

County

SS.

This instrument was filed for record in the Recorder's Office of Cook County, Illinois, on the _____ day of _____ 19____ at _____ o'clock _____ M. and recorded in Book _____ of _____ pages.



RECORDED

Return to:
Mary Ann Hughes,
Senior Paralegal
Motorola Law Dept.
3102 No. 56th Street
M/D 56-124
Phoenix, Arizona 85018

Date

Consideration \$

Section

Township

Range

Lot

Block

Property of Cook County Clerk's Office

4349316

April 6, 1995

My commission expires:

Mary Ann Hughes
NOTARY PUBLIC (SEAL)

July _____ A. D. 19 91

GIVEN under my hand and Notarial Seal this _____ day of _____ 19____ the release and wiver of the right of homestead. _____ his free and voluntary act, for the uses and purposes therein set forth, including instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered subscribed to the foregoing _____ is _____ known to me to be the same person, whose name _____ personally _____

DO HEREBY CERTIFY, that _____ David E. Cassidy _____ a Notary Public in and for the said County, in the State of Illinois.

ARIZONA
STATE OF ILLINOIS

ss.

Mary Ann Hughes