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UNOFFICIAL COPY

MAIL TO & PREPARED BY:
FORSYTH MARI E. VICHI
439 W. SCHICK ROAD
BLOOMINGDALE, ILLINOIS 60108

Dated this 15TH day of AUGUST A.D. 19 92 Loan No. 023-0464051

THIS INSTRUMENT WITNESSETH THAT THE UNDERSIGNED,

ANTHONY C. COMELLA AND KATHY Y. COMELLA, HIS WIFE

DEPT-01 RECORDING \$23.00
T#3333 TRAM 2126 08/18/92 14:04:00
#3910 # 92-613284
COOK COUNTY RECORDER

of the VILLAGE of BARTLETT County of COOK State of Illinois,

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to First Chicago Bank of Bloomingdale, National Association, a corporation organized and existing under the laws of the U.S.A. or to its successors and assigns, hereinafter referred to as the Mortgagee, the following real estate situated in the County of COOK in the State of Illinois, to wit:

LOT 10 IN UNIT 1 OF HARDY'S 400 NORTH SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SECTION 34, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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06-34-211-019

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services and any other thing now or hereafter thereon or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, venetian blinds, window shades, storm doors and windows, door coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not), together with all easements and the rents, issues and profits of every name, nature and kind it being the intention hereby to establish an absolute transfer and assignment to the Mortgagee of all leases and avails of said premises and the furnishings and equipment therein. Such rents, issues and profits shall be applied first to the payment of all costs and expenses of acting under such assignment, including taxes and assessments, and second to the payment of any indebtedness then due and or incurred hereunder.

TO HAVE AND TO HOLD all of said property with said appurtenances, apparatus, fixtures and other equipment unto said Mortgagee forever, for the uses hereinafter set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE (1) The payment of a note and the performance of the obligations therein contained, executed and delivered concurrently herewith by the Mortgagor to the Mortgagee in the principal sum of

THIRTEEN THOUSAND DOLLARS & NO/100 ***** Dollars (\$ 13,000.00)

which is payable as provided in said note, and (2) any additional advances made by the Mortgagee to the Mortgagor, or his successors in title for any purpose, at any time before the release and cancellation of this mortgage, but at no time shall this mortgage secure advances on account of said original note and such additional advances in a sum in excess of

THIRTEEN THOUSAND DOLLARS & NO/100 ***** Dollars (\$ 13,000.00)

such additional advances shall be evidenced by a Note or other agreement executed by the Mortgagor or his successors in title as being secured by this mortgage, provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security.

THIS MORTGAGE CONSISTS OF TWO PAGES. THE COVENANTS, CONDITIONS AND PROVISIONS APPEARING ON PAGE 2 (the reverse side of this mortgage) ARE INCORPORATED HEREIN BY REFERENCE AND ARE A PART HEREOF AND SHALL BE BINDING ON THE MORTGAGORS, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, the day and year first above written.

X Anthony C. Comella (SEAL)
ANTHONY C. COMELLA

X Kathy Y. Comella (SEAL)
KATHY Y. COMELLA

_____ (SEAL)

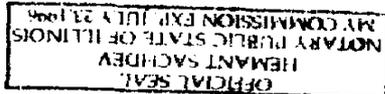
_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

State of Illinois
County of DuPage

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above named persons personally known to me to be the same persons whose names are subscribed to the foregoing Instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said Instrument as their 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 Notarial Seal, this 15TH day of AUGUST A. D. 19 92



My commission expires July 23, 1996

Hemant Sachdev
NOTARY PUBLIC

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93.00

