

# UNOFFICIAL COPY

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## MORTGAGE

THIS INDENTURE, dated OCTOBER 20, 1992 between  
MARILYN A. DALY, KNOW KNOWN AS MARILYN A. ZIER MARRIED TO ROBERT A. ZIER

of the VILLAGE of ORLAND HILLS County of COOK, State of Illinois (hereinafter called "Grantors") and FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND, an Illinois corporation doing business in the Village of South Holland, County of Cook, State of Illinois (hereinafter, called the "Lender");

WHEREAS, pursuant to the provisions of a certain Note, of even date herewith, between the Grantors and Lender, Grantors are justly indebted in the sum of TWENTY THOUSAND AND NO/100THS-----

Dollars (\$20,000.00) to the Lender which indebtedness is payable monthly with the full debt, if not paid earlier, due and payable on NOVEMBER 1, 2002 at the offices of FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND 475 E. 162nd Street, South Holland, Illinois.

NOW, THEREFORE, to secure the payment, in accordance with the provisions of the Note, of said indebtedness, and any and all other indebtedness whether by way of modification, renewal, extension, future advances or otherwise (hereinafter called the "Indebtedness") and the performance of all other covenants, agreements and obligations of the Grantors under the Note and hereunder, the Grantors hereby

CONVEY and WARRANT to the Lender the following described real estate (hereinafter called the "premises") situated in the VILLAGE of ORLAND HILLS County of COOK State of Illinois, ~~XXXXXXX~~ IN THE STATE OF ILLINOIS, ROBERT A. ZIER, THE HUSBAND OF MARILYN A. ZIER, HEREIN AND BY THIS DOCUMENT, DOES RELEASE AND WAIVE ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAW OF THIS STATE AS IT DOES RELATE TO THE NOTE AND MORTGAGE ON THE PROPERTY DESCRIBED, TO WIT:

LOT 69 IN GREEN ACRES ESTATES SUBDIVISION, UNIT NUMBER 1, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS  
REC'D OCT 22 1992

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PERMANENT INDEX NO: 27-27-211-014-0000  
PROPERTY ADDRESS: 16817 SOUTH 89TH COURT, ORLAND HILLS, ILLINOIS 60477

together with all improvements, tenements, easements, fixtures and appurtenances now or hereafter thereto belonging, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, and all rents, issues and profits thereof or therefrom; hereby releasing and waiving any and all rights under and by virtue of the homestead exemption laws of the State of Illinois.

The Grantors covenant and agree: (1) to pay the Indebtedness, with interest thereon; (2) to pay, before any penalty attaches, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after any destruction or damage, to rebuild or restore all buildings and improvements on the premises that may have been destroyed or damaged; (4) that waste to the premises shall not be committed or suffered; (5) to keep all

LOAN NO. 50374-1.4

73-97-103-0 (all) Rec'd

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Property of Cook County Clerk's Office

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LOAN NO. 50374-1.4

The Grantors covenant and agree: (1) to pay the indebtedness, with interest thereon; (2) to pay, before any penalty attaches, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after any destruction or damage, to rebuild or restore all buildings and improvements on the premises that may have been destroyed or damaged; (4) that waste to the premises shall not be committed or suffered; (5) to keep all

together with all improvements, tenements, easements, fixtures and appurtenances now or hereafter thereto belonging, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, and all rents, issues and profits thereof or therefrom; hereby releasing and waiving any and all rights under and by virtue of the homestead exemption laws of the State of Illinois.

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CONVEY and WARRANT to the Lender the following described real estate (hereinafter called the "premises") situated in the VILLAGE of ORLAND HILLS County of COOK State of Illinois, XXXXXXXX AND BY THIS DOCUMENT, DOES RELEASE AND WAIVE ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAW OF THIS STATE AS IT DOES RELATE TO THE NOTE AND MORTGAGE ON THE PROPERTY DESCRIBED, TO WIT:

NOW, HEREBY, to secure the payment, in accordance with the provisions of the Note, of said indebtedness, and any and all other future advances or otherwise (hereinafter called the "Indebtedness") and the performance of all other covenants, agreements and obligations of the Grantors under the Note and hereunder, the Grantors hereby

CONVEY and WARRANT to the Lender the following described real estate (hereinafter called the "premises") situated in the VILLAGE of ORLAND HILLS County of COOK State of Illinois, XXXXXXXX AND BY THIS DOCUMENT, DOES RELEASE AND WAIVE ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAW OF THIS STATE AS IT DOES RELATE TO THE NOTE AND MORTGAGE ON THE PROPERTY DESCRIBED, TO WIT:

WHEREAS, pursuant to the provisions of a certain Note, of even date herewith, between the Grantors and Lender, Grantors are justly indebted in the sum of TWENTY THOUSAND AND NO/100THS----- Dollars (\$20,000.00 ) to the Lender which indebtedness is payable

of the VILLAGE of ORLAND HILLS County of COOK State of Illinois (hereinafter called "Grantors") and FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND, an Illinois corporation doing business in the Village of South Holland, County of Cook, State of Illinois (hereinafter, called the "Lender");

THIS INDENTURE, dated OCTOBER 20, 1992 between MARILYN A. DALY, KNOM KNOWN AS MARILYN A. ZIEK MARRIED TO ROBERT A. ZIEK

MORTGAGE

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73-91-103-0 (all) Paula

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buildings and other improvements now or hereafter on the premises insured against such risks, for such amounts and with such companies and under such policies and in such form, all as shall reasonably be satisfactory to the Lender, which policies shall provide that loss thereunder shall be payable first to the holder of any prior encumbrance on the premises and second to the Lender, as their respective interests may appear, and, upon request, to furnish to the Lender satisfactory evidence of such insurance; and (6) to pay, when due, all indebtedness which may be secured by any prior encumbrances on the premises.

The Grantors further agree not to create, effect or consent to or shall not suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the premises or any part thereof, whether effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise, without the prior written consent of the Lender. The Lender may condition its consent upon such increase in rate of interest payable upon the Indebtedness, change in monthly payments thereon, change in maturity thereof and/or payment of a fee, all as the Lender may in its sole discretion require. The foregoing provisions of this paragraph shall not apply (i) to liens securing the above-described Indebtedness or (ii) to any lien of current taxes and assessments not in default.

The Grantors further agree that, in the event of any failure so to insure or pay taxes or assessments, or pay the indebtedness secured by any prior encumbrances, either the Lender, may, from time to time, but need not, procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting the premises, or pay the Indebtedness securing any prior encumbrances on the premises; and the Grantors agree to reimburse the Lender, as the case may be, upon demand, for all amounts so paid, together with interest thereon at a rate equal to 4% above the rate on the Note from the date of the payment to the date of reimbursement, and the same shall be so much additional indebtedness secured hereby.

The Grantors further agree that, in the event of a breach of any of the aforesaid covenants or agreements, or of any covenants or agreements contained in the Note, the indebtedness secured hereby shall, at the option of the Lender, without demand or notice of any kind, become immediately due and payable and shall be recoverable by foreclosure hereof, or by suit at law, or both, to the same extent as if such indebtedness had been matured by its express terms.

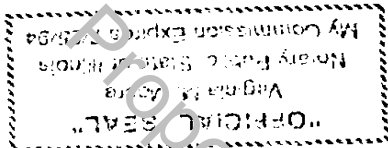
The Grantors further agree that all expenses and disbursements paid or incurred on behalf of the Lender in connection with the foreclosure hereof (including reasonable attorneys' fees, appraisals, outlays for documentary evidence, stenographers' charges and cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree) shall be paid by the Grantors; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the Lender, as such, may be a party, shall also be paid by the Grantors. All such expenses and disbursements shall be an additional lien upon the premises, and shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorneys' fees, have been paid. The Grantors, for the Grantors and for the heirs, executors, administrators, successors and assigns of the Grantors, waive all right to the possession of and income from the premises pending such foreclosure proceedings, and agree that, upon the filing of any complaint to foreclose this Mortgage, the court in which such complaint is filed may at once, and without notice to the Grantors, or to any party claiming under the Grantors, appoint a receiver to take possession or charge of the premises with power to collect the rents, issues and profits of the premises.

Before releasing this Mortgage, the Lender or its Successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued.

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MAIL TO: BOX 67 (COOK COUNTY ONLY)  
THIS INSTRUMENT PREPARED BY: LAURIE BOOMSMA  
FIRST SAVINGS & LOAN ASSN OF SOUTH HOLLAND  
475 E. 162ND ST., SO. HOLLAND, IL. 60473



My Commission Expires:

Given under my hand and official seal this 17th day of August, 1992.  
I, a Notary Public in and for the State and atoresaid certify that MARILYN A. DALY, KNOWN AS MARILYN A. ZIER, AND ROBERT A. ZIER, HER HUSBAND, personally known to me to be same person(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered 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.

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss

MARILYN A. ZIER (SEAL)  
ROBERT A. ZIER-SIGNING FOR PURPOSES OF WAIVING HOMESTEAD RIGHTS ONLY (SEAL)

WITNESS, the hands) and the seals) of the Grantors as of the day and year first above written.

All obligations of the Grantors, and all rights, powers and remedies of the Lender, expressed herein shall be in addition to, and not in limitation of those provided in the Note or by law.

Wherever herein the Lender is referred to, such reference shall be deemed to include the holder from time to time of the Note, whether so expressed or not, and each such holder of the Note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded hereby and hereunder, and may enforce every and all of the terms and provisions hereof, as fully and to the same extent and with the same effect as if such holder was herein by name specifically granted such rights, privileges, powers, options, and benefits and was herein by name designated the Lender.

The term "Grantors" as used herein shall mean all persons signing this Mortgage and each of them, and this Mortgage shall be jointly and severally binding upon such persons and their respective heirs, executors, administrators, successors and assigns and shall inure to the benefit of the Lender.

The lien of this Mortgage is subject and subordinate only to that lien RECORDED as Document #24593423.

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## RIDER TO MORTGAGE

THIS DOCUMENT IS ATTACHED TO AND MADE A PART OF THE MORTGAGE DATED OCTOBER 20, 1992 FOR THE PROPERTY LOCATED IN COOK COUNTY, STATE OF ILLINOIS, DESCRIBED TO WIT AS:

LOT 69 IN GREEN ACRES ESTATES SUBDIVISION, UNIT NUMBER 1, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND IS GIVEN AS A WAIVER AND RELEASE OF THE HOMESTEAD RIGHTS OF ROBERT A. ZIER, GIVEN TO HIM BY VIRTUE OF THE HOMESTEAD EXEMPTION LAW OF THE STATE OF ILLINOIS. THIS WAIVER IS GIVEN ON THE PART OF THE UNDERSIGNED AS A COMPLETE AND IRREVOCABLE WAIVER AND RELEASE.

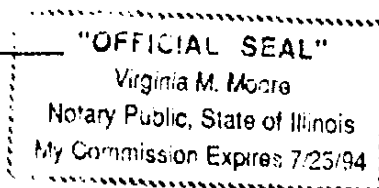
THE PARTY HERETO GIVES THIS WAIVER OF HIS OWN COUNSEL, IN COMPLIANCE WITH IL REV. STAT. 1985, CH 33, PARAGRAPH 10.

IN WITNESS WHEREOF, THE PARTY HAS SET HIS OWN HAND AND SEAL THIS 21ST DAY OF OCTOBER, 1992.

  
ROBERT A. ZIER

SUSCRIBED AND SWORN TO  
BEFORE ME THIS 21st  
OF October 1992.

  
NOTARY PUBLIC



WAIVERHM  
LOAN NO. 50374-1.4

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