

92867326
UNOFFICIAL COPY

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

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

MORTGAGE WITH HOMESTEAD WAIVER _____ Recorder of Deeds _____THIS INDENTURE. Made this 18th day of SeptemberA.D. 19 92 between David Rauh & Heidi Rauh Husband and Wifeof the city of Chicago 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 (\$*****17905.92*****)

*****Seventeen Thousand Nine Hundred Five Dollars and 92/100***** 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 10 in Beckers Part of Highridge, being a subdivision of Blocks 27, 28 and Lot 4 of Block 29 in Highridge in Section 6, Township 40, North, Range 14, East of the Third Principal Meridian, In Cook County, Illinois

PIN # 14-06-224-007-0000
6014 N Wolcott, Chicago, IL 60660DEPT-01 RECORDING \$23.00
T#0010 TRAN 5118 11/18/92 15:34:00
#0864 F - 92-867326
COOK COUNTY RECORDERThis (is) ~~(was)~~ Homestead Property.

This mortgage is junior and subsequent to: a mortgage made by David Rauh & Heidi Rauh to CTX mortgage.

(Subject to all legal highways upon said premises) situated in the Chicago 92867326
County of Cook and State of Illinois: Hereby releasing 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 receipt 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 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 of 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.

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American Family Financial Services, Inc.
1501 Woodfield Road, Suite 112W
 Schaumburg, Illinois 60173

"OFFICIAL SEAL"
Debtors A Mertz, Morty Public
Debtors County, State of Illinois
My Commission Expires 6/12/93

Return to:

Noaray Public

Given under my hand and Notarial Seal, at _____
this _____ day of _____

AD 19

My Commission Expires 6/12/93

In consideration of the receipt and waiver of the right of homestead,
day in person, and acknowledge that he signed, sealed and delivered the said instrument to the foregoing instrument, as having executed the same, appeared before me this
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

I, the undersigned, a Noaray Public, in and for said County and State aforesaid.

STATE OF ILLINOIS. SS.

COUNTY.

Po Box 7430 Madison, WI 53783-0001
This instrument drafted by James F. Strother, Atty Ac LAY

(SEAL)

Heidi Rauh

David J. Rauh

(SEAL)

IN WITNESS WHEREOF the said mortgagor has hereunto set his hand and seal on this day and year first above written.

All of the covenants and agreements herein contained shall be binding upon all of the parties hereto, their and each of their heirs, executors,

This mortgage Note shall be due and payable at the property subject to this mortgage as any or if title trustee 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
provided it was the intent of the said mortgagor shall well and truly pay or cause to be paid to the said mortgagee to the owner of said indebtedness, the principal
mortgagee and the real estate covered by this mortgage shall be secured by this mortgage equally in case of repossession which becomes absolute by
reason of this mortgage, to whom the reasonable attorney's fees for services in any such suit or legal proceedings shall become additional indebtedness against the said
and debtors agrees to the said mortgagee and the party to whom the said mortgage 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 costs and all expenses
and profits resulting from executing all expenses for conducting the sale upon condition that the said proceeds of sale recoverable from the sale of the real estate to be received by
the court may be appropriated by the court. The said mortgagor does hereby covenant and agree to surrender the said premises peaceably on demand to any receiver
and distributor of execution from and after the period of such receivership, and the balance, if any, shall be received by
and receiver, and all necessary repairs to, and maintenance of, said premises during the full period of such receivership, all taxes and assessments accruing on past due, all
and expenses incurred in the collection of this mortgage, the court may at any time before a sale upon condition that the said premises peaceably be received by
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