

# UNOFFICIAL COPY

MORTGAGE  
With Provision For Receiver  
(ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THE MORTGAGOR James K. McNamara  
of the County of Cook and State of Illinois,  
MORTGAGE and WARRANT to MORTGAGEE  
Firststar Park Forest Bank

of the County of Cook and State of Illinois,  
to secure the payment of one certain promissory note \*\*  
executed by mortgagor James K. McNamara, bearing even date herewith, payable  
to the order of Firststar Park Forest Bank in the  
principal amount of \$15,000.00.

DEPT-01 RECORDING \$23.00  
T#4444 TRAN 1169 12/28/92 14:31:00  
#5804 + C \* - 92 - 975148  
COOK COUNTY RECORDER

92975148

Above Space For Recorder's Use Only

\*\* THIS IS A JR. MORTGAGE \*\*

\*\* and any extensions or renewals thereof  
the following described real estate, to wit:

Lot 16 Block 72 Resubdivision of Block 72 and Block 73 (excepting lots 1 and 45 to 53,  
Both inclusive of said Block 73) and vacated Topeka Street, all in Village of Park  
Forest Area No. 5 being a subdivision of part of the E 1/2 of Section 35 and the W 1/2  
of Section 36, Township 35 North, Range 13, East of the Third Principal Meridian, in  
Cook County, Illinois, according to the plat thereof, recorded in the Office of the  
Recorder of Deeds of Cook County, Illinois, 10/21/53, as Document No. 15750202.

situated in the County of Cook, in the State of Illinois, together with all the rents, issues and  
profits thereof, and all appurtenances to said real estate, and all improvements thereon, hereby releasing and waiving all  
rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Real Estate Index Number(s): 31-35-411-068

Address(es) of real estate: 3 Sangamon Court, Park Forest, IL 60466

If default be made in the payment of the said promissory note, or of 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 on said premises, or of a breach of any of the covenants or agreements herein contained, then and in  
such case the whole of said principal sum and interest, secured by the said promissory note in this mortgage mentioned,  
shall thereupon, at the option of the said mortgagee, their heirs, executors, administrators, attorneys or assigns,  
become immediately due and payable; and this mortgage may be immediately foreclosed to pay the same by said  
mortgagee, their heirs, executors, administrators, attorneys or assigns, and it shall be lawful for the said  
mortgagee, their heirs, executors, administrators, attorneys or assigns, to enter into and upon the premises  
hereby granted, or any part thereof, and to receive and collect all rents, issues and profits thereof.

Upon the filing of any complaint to foreclose this mortgage in any Court having jurisdiction thereof, such Court may  
appoint Firststar Park Forest Bank or any proper 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; and such rents, issues and profits when collected may be applied toward the payment of the indebtedness and  
expenses and advances herein mentioned and described. And upon the foreclosure and sale of said premises, there shall  
be first paid out of the proceeds of such sale all expenses of advertisement, selling and conveying said premises,  
ascertaining the necessary parties to the foreclosure action, and reasonable                      dollars attorneys' fees, to be  
included in the decree, and all moneys advanced for taxes, assessments and other liens; then there shall be paid the  
principal of said note whether due and payable by the terms thereof or by acceleration, and the interest thereon.

If any provision of this mortgage shall be prohibited by or invalid under applicable law, such provision shall be  
ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision  
or the remaining provisions of this mortgage.

Dated this 16th day of December, 19 92

James K. McNamara (SEAL)  
James K. McNamara

(SEAL)

(SEAL)



This instrument was prepared by R. Orellana, Firststar Park Forest Bank, Park Forest, IL 60466  
(NAME AND ADDRESS)

212-1137-1

92975148

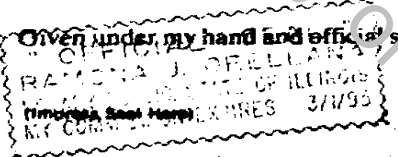
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STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, Ramona J. Orellana, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James K. McNamara

personally known to me to be the same person whose name has subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a 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 official seal at this 16th day of December, 19 92.



*Ramona J. Orellana*  
Notary Public

Commission Expires March 1, 1995

Box \_\_\_\_\_  
92975148

**Real Estate Mortgage**

James K. McNamara

TO  
Firstar Park Forset Bank

MAIL TO:  
Firstar Park Forset Bank  
99 Indianwood Blvd.  
Park Forest, IL 60466

PROPERTY OF COOK COUNTY CLERK'S OFFICE