

32087713

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 31st day of December
A.D. 19 91 between Eugene V. Roche, divorced and not since re-married

of the city of Melrose Park, 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 (\$ 32,719.77*****)
Thirty Two Thousand Seven Hundred Nineteen and 77/100***** 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 9 in Block 5 in Fullerton Gardens Subdivision of the East 1/2 of the Northeast
1/4 of Section 33, Township 40 North, Range 12, East of the Third Principal
Meridian, and South 1/2 of the South 1/2 of the Southeast 1/4 of the Southeast
1/4 of Section 28, Township 40 North Range 12, East of the Third Principal
Meridian, in Cook County, Illinois.

Permanent Tax Number: 12-33-215-009

2301 Ruby; Melrose Park, IL 60160

92020906

DEFERRED RECORDING 133.50
14444 - 1991 12 31 13:00
RECORDED - 12-31-91
COOK COUNTY RECORDER

This (is) ~~(is not)~~ Homestead Property.

This mortgage is junior and subsequent to:
Mortgage made by Eugene V. Roche dated July 10, 1987 to Illinois Mortgage
Associates, Ltd. to secure an indebtedness in the amount of \$53,000.00 and
recorded July 21, 1987 as Document Number 87399811.

92020906

(Subject to all legal highways upon said premises) situated in the city of Melrose Park
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.

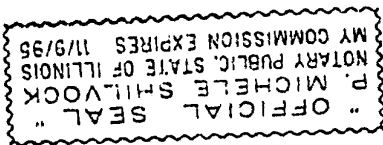
The said mortgagor does covenant and agree with the said mortgagee to pay promptly when due, all taxes and assessments legally levied and accruing upon the
said premises and any and all other liens thereon, and upon request to exhibit receipts therefor, to the said mortgagee and to keep the buildings 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 waste, 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.

2350

UNOFFICIAL COPY

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



Return to:



My Commission Expires

11-9-95

Notary Public

P. Michele Shillock

Given under my hand and Notarial Seal, at _____ A.D. 19 91 _____ December _____ this 31st day of _____

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 day in person, and acknowledged that he signed, sealed and delivered the said instrument as his 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, SS. _____ COUNTY, _____ DO HEREBY CERTIFY THAT Eugene V. Roche

Madison, Wisconsin 53783-0001

This instrument drafted by James F. Strother, Attorney at Law

PO Box 7430

(SEAL)

(SEAL)

Eugene V. Roche

IN WITNESS WHEREOF the said mortgagor has hereunto set his hand and seal on the day and year first above written. All of the covenants and agreements herein contained shall extend to and be binding upon all of the parties hereto, their heirs, executors, administrators, successors and assigns.

This Mortgage Note shall be due and payable if the property subject to this mortgage is conveyed away or if title thereto shall be vested in any other. Unless the provisions of this agreement otherwise require, words importing the plural shall include the singular, and words importing the singular number shall include the plural, and words importing the masculine gender shall include the feminine, words importing the singular sum of THIRTY TWO THOUSAND SEVEN HUNDRED NINETEEN AND 77/100 DOLLARS (\$32,719.77) ***** Provided always that if the said mortgagor shall well and truly pay or cause to be paid to the owner of said indebtedness, the principal and interest thereon, together with all expenses for continuing abstracts of title to said premises, and the same shall become additional indebtedness against the said mortgagor and the payment thereof 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 all costs and expenses incurred in and about such foreclosure suit, including all expenses for continuing abstracts of title to said premises, and the same shall become additional indebtedness against the said mortgagor and the payment thereof shall be secured by this mortgage equally in every respect with the said original indebtedness. In case of any other suit or legal proceedings wherein the said mortgagee or the owner of said indebtedness or any part thereof shall be made a party thereby by reason of this mortgage, then the reasonable attorney's fees for services in any such suit or legal proceedings shall become additional indebtedness against the said mortgagor and the payment thereof 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 Court may at any time before a sale, upon request appoint a receiver with power to collect the rents, issues and profits arising or accruing from said premises and out of such rents, issues and profits such receiver may pay all taxes and assessments accruing or past due, all insurance, and all necessary repairs to, and maintenance of said premises during the full period of such receivership, and the balance, if any, shall be reported to and disbursed as directed by the Court. The said mortgagor does hereby covenant and agree to surrender the said premises peaceably on demand to any receiver that may be appointed by the Court. In case of filing a bill to foreclose this mortgage, the owner of said indebtedness, or any part thereof, may procure and pay for such insurance and assessments, and all money so paid with interest thereon at the rate of _____ percent per annum shall become additional indebtedness against the said mortgagor and the payment thereof shall be secured by this mortgage equally in every respect with the said original indebtedness.

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Property of Cook County Clerk's Office