

Lot Thirty Nine (39) (except the South Ten (10) feet thereof, and Lot Forty (40) (except the North Ten (10) feet thereof in Block Five (5) in Wakeford Sixth Addition, a subdivision of that part North of the South Ninety (90) rods and West of the East Five Hundred Three (503) feet of the West Half (1/2) of the South East Quarter (1/4) of Section Twenty-Seven (27), Town Thirty-eight (38) North, Range Fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

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AFFIDAVIT OF NOTIFICATION OF RELEASE OF LIEN OR MORTGAGE

I, WALTER CUNNINGHAM, being first duly sworn
(Name and Title)
upon oath, states:

1. That notification was given to WALTER CUNNINGHAM, at
7524 S. EBERHART AVE. who are the owners of record
on Certificate No. 1198372, that a release of
document number 2754771 was presented for
filing on 9 Nov 93.
(Date)
2. That presentation to the Registrar for filing of a Release
of Lien or Mortgage would cause the property to be withdrawn
from the Torrens system and recorded with the Recorder of
Deeds of Cook County.

I, WALTER CUNNINGHAM, declare under penalties of perjury
that I have examined this form and that all statements included
in this affidavit to the best of my knowledge and belief are true,
correct, and complete.

Walter Cunningham
Affiant

Subscribed and sworn to before
me by the said _____
this _____ day of _____,
19 _____.

Notary Public

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