

4-all-GLS (E-267) Order No. H449-9092

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(CLUTIC)

(CAUTION: Consult a lawyer before using or filling in 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 WARREN MICHAELS, a married man, and GREGORY RANDALL, a married man, of the County of Cook and State of Illinois, MORTGAGE and WARRANT to MORTGAGEE PATRICK O'ROURKE and CHERYL O'ROURKE, his wife

DEPT-01 RECORDINGS 623.50
T87777 TRAM 4243 02/04/93 14143100
89983 * -93-092686
COOK COUNTY RECORDER

of the County of Cook and State of Illinois to secure the payment of a certain promissory note executed by mortgagor a, bearing even date herewith, payable to the order of PATRICK O'ROURKE and CHERYL O'ROURKE

93092686

Above Space For Recorder's Use Only

the following described real estate, to wit:

LOTS 7 and 8 in Charles E. Browne's Subdivision of Lots, 1,2,3,12,13 and 14 in Block 30 in Glencoe, in the North East quarter (1/4) of Section 7, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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): 05-07-114-006

Address(es) of real estate: 475 Park Ave., Glencoe, IL.

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 Mortgagee 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, ~~the~~ ~~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 1st day of February 1993

Warren Michaels
WARREN MICHAELS

(SEAL)

Gregory Randall
GREGORY RANDALL

(SEAL)

(SEAL)

This instrument was prepared by Richard L. Hirsh, 1111 W. 22nd St. #260 Oak Brook IL 60521
(NAME AND ADDRESS)

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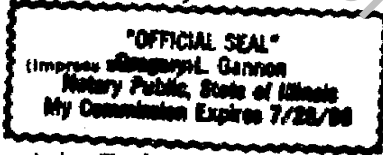
STATE OF ILLINOIS
COUNTY OF DUPAGE

ss.

I, GREGORY L. GANNON, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that WARREN MICHAELS AND GREGORY RANDALL

personally known to me to be the same person^s whose name^s ARE subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the 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.

Given under my hand and official seal this 1st day of February, 1993.



Gregory L. Gannon
Notary Public

Commission Expires _____

COOK County Clerk's Office



Box 93092686

Real Estate Mortgage

TO _____

MAIL TO:
Harris & Berly
53 W. Jackson Blvd. #667
Chicago, IL 60604-3609

GEORGE E. COLE
LEGAL FORMS