

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 _____ 20th _____ day of _____ July _____

A.D. 19 94 _____ between John P. Maloney and Paula F. Maloney, husband and wife _____

of the city of _____ Arlington Heights, _____ 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 (\$ 20,192.00*****)

Twenty Thousand One Hundred Ninety Two and 00/100***** 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 34 in Arlington Court Subdivision, being a Resubdivision of Lot 6 together with parts of Lots 5 and 7 in A. T. McIntosh's Arlington Heights Farms, being a Subdivision of the South 1/4 of Southwest 1/4 of Section 28, Township 42 North, Range 11, East of the Third Principal Meridian, also of the Southeast 1/4 of the Southeast 1/4 of Section 25, Township 42 North, Range 11, East of the Third Principal Meridian, as shown on Plat of said Subdivision recorded January 11, 1961 as Document Number 18059112 in Recorder's Office of Cook County, Illinois.

Permanent Tax Number: 03-28-302-072-0001

13 S. Gibbons Ave.; Arlington Heights, IL 60014

DEPT-01 RECORDING \$13.50
792222 TRAN 7052 08/16/94 11:00 AM
#8737 + 458 * -94-724374
COOK COUNTY RECORDER

This (is) ~~(isn't)~~ Homestead Property.

This mortgage is junior and subsequent to:
mortgage made by John P. Maloney and Paula F. Maloney dated July 9, 1993 to secure an indebtedness in the amount of \$140,000.00 and recorded July 23, 1993 as Document Number 93573391.

(Subject to all legal highways upon said premises) situated in the _____ city of Arlington Heights, _____ 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.

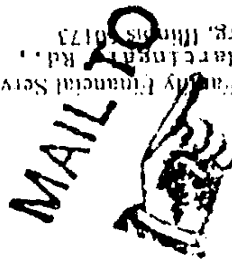
In case of default in the payment of said indebtedness or any part thereof or the interest thereon or any part thereof at the time the same becomes due and payable according to the tenor and effect of the note or notes hereinafter described or any part thereof, or in case of waste, or in case of non 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 or 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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23.50

American Family Financial Services, Inc.
475 N. Martingale Rd., Suite 660
Schauenburg, Illinois 60173



Return to:

OFFICIAL SEAL
JULIUS MARCUS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/21/98

My Commission Expires _____
Notary Public _____

July _____ AD 19 94

Given under my hand and Notarial Seal, at _____ day of _____ 20th

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, COUNTY _____
DO HEREBY CERTIFY THAT John P. Maloney and Paula F. Maloney
I, the undersigned, a Notary Public, in and for said County and State aforesaid.

This instrument drafted by Mickl Shilcock, Real Estate Technician
475 N. Martingale Rd., Suite 660
Schauenburg, IL 60173-2224

Paula F. Maloney (SEAL)
XX Paula F. Maloney

John P. Maloney (SEAL)
John P. Maloney

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, successors, administrators, executors, 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 masculine gender shall include the feminine, words importing the singular number shall include the plural, and words importing the plural shall include the singular.
Provided always that if the said mortgagor shall well and truly pay or cause to be paid to the said mortgagee or to the owner of said indebtedness, the principal sum of Twenty Thousand and One Hundred Ninety Two and 00/100 Dollars (\$20,192.00) *****
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 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 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 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 peacefully on demand to any receiver that may be appointed by the Court.
In case of neglect or refusal of said mortgagee to insure said buildings and improvements and deliver the insurance policies to the said mortgagor or to pay the taxes and assessments, the owner of said indebtedness may procure and pay for such insurance and pay the taxes 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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