

UNOFFICIAL COPY

This instrument was prepared by:
SHARON R. BAKER
669 NORTH CASS AVENUE
WESTMONT, IL 60559
(Address)

MORTGAGE

THIS MORTGAGE is made this 29 day of AUGUST,
1994, between the Mortgagor, HERMAN NOTTER AND BETTY J. NOTTER, HIS WIFE,
COMMERCIAL CREDIT LOANS, INC., (herein "Borrower"), and the Mortgagee,
existing under the laws of DELAWARE, a corporation organized and
whose address is 669 NORTH CASS AVENUE, WESTMONT, IL 60559, (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 55,754.19, which indebtedness is evidenced by Borrower's note dated AUGUST 29, 1994 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on 09/02/2009.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

LOT 28 IN EUREKA SUBDIVISION IN THE SOUTH WEST $\frac{1}{4}$ OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO: 20-04-332-010

34767918

DEPT-01 RECORDING \$27.50
T#0014 TRAN 2626 08/31/94 14:22:00
40811 + AR *-94-767918
COOK COUNTY RECORDER

Early Title
105 N. LaSalle/Suite 612
Chicago, IL 60606

②

27. 8/7

which has the address of 454 WEST 46TH PLACE CHICAGO,
(Street) IL 60609, (City)
Illinois 60609, (herein "Property Address");
(Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property for the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

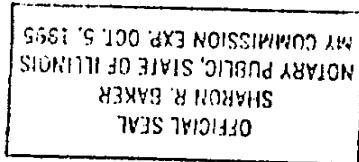
Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNOFFICIAL COPY

WITNESSED AND SWORN TO IN THE CITY OF CHICAGO, ILLINOIS, ON THIS DAY OF AUGUST, 1994.



(Space below this line Reserved for Lender and Recorder)



My Commission expires:

Given under my hand and official seal, this 29 day of AUGUST 1994.

SHARON R. BAKER, Notary Public
... HERRMAN NOTTER AND BETTY J. NOTTER, HIS WIFE
... personally known to me to be the same person(s) whose name(s) are.....
... appears before me this day in person, and acknowledge(d) that I, he X, signed and delivered the said instrument as
... Person(s) whose name(s) are..... subscriber(s) to the foregoing instrument,
... free voluntary act, for the uses and purposes herein set forth.

STATE OF ILLINOIS, DU PAGE COUNTY, ss:

Borrower: BETTY J. NOTTER
Lender: SHARON R. BAKER

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.
22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.
23. Account only for those rents actually received.