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Document No.

County, Illinois

MORTGAGE WITH HOMESTEAD WAIVER

filed for Record in Recorder's office of

o'clock M.

Recorder of Deeds

THIS INDENTURE, Made this

1ST

day of SEPTEMBER

A.D. 19 94 between CHARLES MCDERMOTT & CHRISTINE MCDERMOTT A MARRIED COUPLE

of the city of MIDLOTHIAN

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 (\$ ****14677.80*****)
FOURTEEN THOUSAND SIX HUNDRED SEVENTY-SEVEN AND 80/100***** DOLLARS

(hereinafter called indebtedness) principal sum to MORTGAGORS

of which is hereby acknowledged to 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 6 IN OWNERS SUBDIVISION OF BLOCK 6 IN MIDLOTHIAN GARDENS SUBDIVISION, BEING
A SUBDIVISION IN THE NORTHEAST C. OF THE SOUTHWEST P. OF SECTION 10, TOWNSHIP
36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS

PIN # 28-10-217-014

14748 S KILBOURN MIDLOTHIAN, IL 60449

DEPT-01 RECORDING

T50012 TRAM 2559 09/27/94 13113100
65612 * 885 * 837790

This (is) ~~XXXX~~ Homestead Property.

This mortgage is junior and subsequent to: A MORTGAGE MADE TO FNB EVERGREEN

(Subject to all legal highways upon said premises) situated in the CITY OF MIDLOTHIAN
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 receipt 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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In case of neglect or refusal of said mortgagor to pay taxes and assessments and to insure and to keep insurance policies to the said mortgagor or to pay the taxes and assessments, the owner of said indebtedness or any part thereof may procure and pay for such purpose and pay the taxes and assessments, and all money so paid with interest thereon at the rate of 8.5 per cent 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.

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 accrued 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 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 thereto 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.

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 (14667.80) *****FOURTEEN THOUSAND SIX HUNDRED SIXTY SEVEN AND 80/100*****

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.

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.

All of the covenants and agreements herein contained shall extend to and be binding upon all of the parties hereto, their and each of their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the said mortgagor has hereunto set his hand and seal on the day and year first above written.

X Charles McDermott (SEAL)
CHARLES MCDERMOTT

X Christine McDermott (SEAL)
CHRISTINE MCDERMOTT

This instrument drafted by JOANNE KILGORE, BOOKKEEPER
475 MARTINGALE SUITE 660
SCHAUMBURG, IL 60173

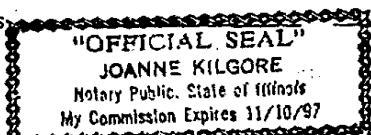
STATE OF ILLINOIS,
COUNTY, SS.

I, the undersigned, a Notary Public, in and for said County and State aforesaid
DO HEREBY CERTIFY THAT CHARLES MCDERMOTT & CHRISTINE MCDERMOTT

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.

Given under my hand and Notarial Seal, at SEPTEMBER 19 94 this 1ST day of

My Commission Expires:



Notary Public

Return to:

American Family Financial Services, Inc.
475 Martingale Suite 660
Schaumburg, Illinois 60173