

MORTGAGE

THE MORTGAGORS, Steven and Teri Sheneman, of the County of COOK, State of ILLINOIS, MORTGAGE and WARRANT to MORTGAGEE, Samuel E. Sheneman, of 13799 Willowcreek Drive, Mishawaka, Indiana, to secure the payment of a certain promissory note executed by mortgagors, bearing even date herewith, payable to the order of Samuel E. Sheneman, the following described estate, to wit:

The east 81 feet of Lot 3 in Smitty's Subdivision, being a subdivision of the east 1.2 of the south east 1/4 of Section 23, Township 36 North, Range 14 East of the Third Principal Meridian, according to plat thereof registered in the office of the registrar of titles of Cook County, Illinois on August 11, 1969 as document 2466220, 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 Numbers: 29-23-401-065-0000
Address of real estate: 1460 E. 168th Street, South Holland, Illinois 60473

If default be made in the payment of the said promissory note, or any part thereof, at the time and in the manner above specified for payment thereof, or in the 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, his 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, his heirs, executors, administrators, attorneys or assigns, and it shall be lawful for the said mortgagee, his 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 Samuel E. Sheneman or 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 towards 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, and reasonable fees, 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 23 day of FEB. 1994
Steven Sheneman (Seal)

Dated this 23 day of FEBRUARY 1994
Teri Sheneman (Seal)

DEPT-01 RECORDING \$25.50
145555 TRAN 3029 02/23/94 13:50:00
#3218 # JJ # 94-174205
COOK COUNTY RECORDER

{State of Illinois
{County of Cook

Paul T. Mulroy, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Steven and Teri Sheneman personally known to me to be the same persons whose names 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 the homestead.

Given under my hand and official seal this 23 day of February 1994

Paul T. Mulroy
Commission Expires Jan 5, 1998



Handwritten number 25 52/78

Vertical stamp: 94174205

UNOFFICIAL COPY

Property of Cook County Clerk's Office

94171205

Prepared by:



**Tax Lien Information & Assistance
A Corporation
Eight West Division Street, Suite 300
Chicago, Illinois 60610
42-8000**

COOK COUNTY CLERK'S OFFICE
PROPERTY OF COOK COUNTY CLERK'S OFFICE
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DEMAND NOTE

\$86,000.00

Tinley Park, Illinois
February 23, 1994

FOR VALUE RECEIVED, the undersigned promises to pay to the order of Mr. Samuel E. Sheneman, 13799 Willowcreek Drive, Mishawaka, Indiana 46545 the principal sum of Eighty-six thousand and 00/100 DOLLARS and interest from date hereof on the balance of principal remaining from time to time unpaid at the rate of eight per cent (8%) per annum, such principal sum and interest to be payable on demand.

All payments on account of the indebtedness evidenced by this note shall be first applied to interest on the unpaid principal balance and the remainder to principal.

Each of said installments of principal shall bear interest after maturity at the highest rate now permitted by Illinois law, and the said payments of both principal and interest are to be made at such place as the legal holders of this note may, from time to time, in writing appoint, and in the absence of such appointment then at the office of Samuel E. Sheneman at 13799 Willowcreek Drive, Mishawaka, Indiana 46545.

The payment of this note is secured by mortgage, bearing even date herewith, to Mr. Samuel E. Sheneman, Mortgagee, on real estate in the County of Cook, Illinois; and it is agreed that at the election of the holder of holders hereof and without notice, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become immediately due and payable at the place of payment aforesaid in case of any default in the payment of principal or interest when due, shall occur and continue for three days in the performance of any other agreement contained in said mortgage, or in case the right so to elect shall accrue to the holder or holders hereof under any of the provisions contained in said mortgage.

All parties hereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.


Steven Sheneman


Teri Sheneman


Air Flow Design Co., by its President


Sheneman Air Flo Design, Inc., by its President

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