

UNOFFICIAL COPY
MORTGAGE

DEPT-01 RECORDING \$27.00
T#0012 TRAN 2207 02/02/95 11:43:00
#3956 # KB #-95-079763
COOK COUNTY RECORDER

THIS MORTGAGE is made this 26th day of January, 1995
between the Mortgagor

SUSAN E. AUGUSTYN, Divorced and Not Since Remarried,
(herein "Borrower"), and the Mortgagee

CHESTERFIELD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO,
a Corporation organized and existing under the Laws of the United States of America, whose address is 10801 South
Western Avenue, Chicago, Illinois (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of

FORTY-TWO THOUSAND AND NO/100-----(\$42,000.00)----- DOLLARS

which indebtedness is evidenced by Borrower's Note dated January 26, 1995
(herein "Note"), providing for monthly installments of principal and interest, and shall continue until the entire
indebtedness is paid in full.

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 3 in Block 27 in B. F. Jacobs Resubdivision of Blocks 1 to 16, 21 to 28 in
B. F. Jacobs Evergreen Park Subdivision of the South East quarter of Section 2,
Township 37 North, Range 13 East of the Third Principal Meridian in Cook County,
Illinois.

RT10W

which has the address of 9404 S. Trumbull Ave.,
Evergreen Park, Illinois 60642-2224 (herein "Property").

REAL ESTATE INDEX NUMBER 24-02-426-020-0000.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all
fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, 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 (or the leasehold estate if this Mortgage is on a leasehold) are herein 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, that the Property is unencumbered, and that Borrower will warrant and defend
generally the title to the Property against all claims and demands, subject to any declarations, easements or
restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the
Property.

754050260 2AC

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95079763

Cook County Clerk's Office

PLEASE RECEIPT AND RETURN
CHRISTIEFIELD FEDERAL SAVINGS AND LOAN ASS'N.
1801 S. WOODLAND AVE. CHICAGO, IL 60643
AMBER DOLORES WALLEBERG

THIS INSTRUMENT WAS PREPARED BY
DORIS M. WALTENBERG
CHRISTIEFIELD FEDERAL SAVINGS & LOAN ASS'N.
1801 S. WOODLAND AVE. CHICAGO, IL 60643

95072056

OFFICIAL SEAL
RANDY J. TRATER
Notary Public, State of Illinois
My Commission Expires 3/11/97

Randy J. Trater
Notary Public

My Commission expires: 3/11/97

GIVEN under my hand and Notarial Seal, this
30 day of January, 19 95
therein set forth, including the release and waiver of the right of homestead,
signed, sealed and delivered the said instrument as
her free and voluntary act, for the uses and purposes
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she
is personally known to me to be the same person(s) whose name(s)
, personally known to me to be the same person(s) whose name(s)

SUSAN E. AUGUSTYN, Divorced and Not Since Remarried,

in the State aforesaid, DO HEREBY CERTIFY THAT

a Notary Public in and for said County,

Randy J. Trater

STATE OF ILLINOIS
COUNTY OF COOK
SS

(Seal)

(Seal)

(Seal)

SUSAN E. AUGUSTYN

(Seal)

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.
Upon acceleration under Paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property, and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.
21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.
22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage and Borrower shall pay a Release Fee to Lender and all costs of recordation, if any.
23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.