

UNOFFICIAL COPY

95196706

PIN: 05-33-428-006

MORTGAGE

DEPT-01 RECORDING \$31.50
742222 TRAN 7103 03/23/95 14142100
66187 REC # - 95 - 196706

The mortgagors, BRIAN A. FERRO and DEBORAH S. FERRO and wife, 2622 Lincolnwood, Evanston, in the County of Cook and State of Illinois 60201, mortgage and warrant to STANDARD REGISTER FEDERAL CREDIT UNION, 175 Campbell Street, of the City of Dayton, County of Montgomery and State of Ohio 45401, to secure the payment of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), and all monies paid by virtue of the conditions of this Mortgage, the following described real estate:

Lot THIRTY FOUR (34) and the South 13 feet of Lot THIRTY FIVE (35) in "Westerlawn" a subdivision of lots 9, 10, 11 and 12 in the County Clerk's Division in the South East Fractional 1/4 of Section 33, Township 42 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded December 17, 1915 in Book 140 of Plats, Page 37 as Document 5772065, in Cook County, ~~Ohio~~ Illinois. *Know BAF (2-95)*

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

Mortgagors claim title by virtue of Warranty Deed from William B. Richards and Margaret E. Richards to Brian A. Ferro, dated January 9, 1990 and recorded January 19, 1990 as Document 90029767 of the Cook County, Illinois Deed records.

Mortgagors covenant with Lender, and its heirs, assigns and successors that the Mortgagors are lawfully seised in fee simple of the estate hereby conveyed and have the right to mortgage, grant and convey the property and that the property is unencumbered; other than a mortgage from Brian A. Ferro, married, to Priority Mortgage Company in the principal amount of \$248,000.00, dated October 7, 1993 and recorded November 12, 1993 at Document 93938204, records of the Cook County Recorder; subsequently assigned to Household Bank FSB on October 7, 1993, recorded November 12, 1993 at document 93938205, records of the Cook County Recorder; and that Mortgagors have good right to sell and convey the same; and Mortgagors warrant and will defend generally the title to the property against all claims and demands, subject to any encumbrances of record, to the Lender, and its heirs, assigns and successors forever.

And, in consideration of the premises, the mortgagors for themselves and their heirs, executors, administrators and assigns, that they will, at least ten (10) days before the day appointed for the sale of lands for non-payment of taxes thereon, in the county wherein said lands are situated, pay all taxes and assessments levied and assessed against said premises, and will not permit or suffer any waste to be done or committed to said premises, or any buildings or improvements thereon, to be removed from said premises, or become deteriorated in value for want of proper care and attention; and in case there shall be any liens or outstanding titles against said premises, or any part thereof, then the said mortgagee - or the holders of said note - or any or either of them, shall have the right, if it so desires, to pay said taxes or assessments, or liens, or buy in such outstanding title or titles, or do any other acts covenanted and agreed to be done as aforesaid, or if the mortgagee, its successors and assigns, shall be made a party to any suit at law or equity because of the lien hereby given, then the said mortgagors shall become thereby liable for all expenses, costs and attorneys' and solicitors' fees, thereby incurred by said mortgagee, its successors and assigns, and the amount or amounts so paid therefor, with interest thereon at the rate of NINE AND ONE QUARTER PERCENT (9 1/4%) per annum shall be an additional amount to be paid by the said mortgagors to the person or persons paying the same, and shall be a lien on said

95196706

31.50
gm

UNOFFICIAL COPY

Property of Cook County Clerk's Office

95196706

UNOFFICIAL COPY

premises in addition to the amount of said note - and shall become immediately due and payable, and if not immediately repaid by the mortgagors the said amount or amounts so paid out, and the entire principal, together with all accrued interests, shall thereupon become wholly due and payable at the mortgagee's option.

And, if the said mortgagors, their heirs, executors, administrators or assigns, shall fail to pay or cause to be paid to the said mortgagee or the legal holder or holders of said note - any of the principal sum - payable thereby or any installment or interest thereon, as the said principal and interest and each and every one of them become due and payable by the tenor of said note - or shall fail to repay to the person or persons who have paid the same all sums of money which they have paid for taxes or assessments on said premises, or liens against the same, or for outstanding titles, or for costs, expenses and attorneys' or solicitors' fees as above provided, at the time and with interest thereon as above provided, or shall fail to keep any of their covenants or agreements above expressed, then, in such case, this Mortgage shall remain in full force and virtue and the said Promissory Note with interest accrued thereon, and all additional monies paid as above provided for, shall thereupon each and every one of them become presently wholly due and payable, and this Mortgage may thereupon be foreclosed.

And, if this Mortgage is foreclosed by a judicial proceeding in any court or any bill be filed therefor, there shall be included in the judgment or decree of foreclosure, or other disposing of the same in said proceedings, a reasonable attorneys' or solicitors' fee for the holder or holders of each note embraced in such proceedings.

By signing below, Mortgagors accept and agree to the terms and covenants contained in this Security Instrument. Wife/Husband of Mortgagors release to Lender all rights of dower in the property.

Dated this 4th day of February, 1995, A.D., 1995.

Signed and acknowledged
in the presence of:

[Signature]

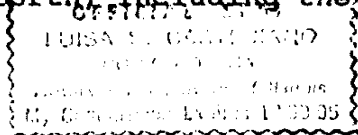
x [Signature] (SEAL)
BRIAN A. FERRO

x Rosemarie Parrie

x [Signature] (SEAL)
DEBORAH S. FERRO

STATE OF ILLINOIS)
COUNTY OF COOK) SS:

I, LUISA CARDECIAW, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Brian A. Ferro and Deborah S. Ferro, husband and wife, personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the same instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.



[Signature]
Notary Public

THIS INSTRUMENT PREPARED BY: STANDARD REGISTER FEDERAL CREDIT UNION, 175 Campbell Street, Dayton, Ohio 45401.

95196706

After recording please return to
Alan, Sprout Smith & Fisher
40 N. Main St., Ste 1760
Cuyahoga, OH 45423

UNOFFICIAL COPY

Property of Cook County Clerk's Office

95196706