

# UNOFFICIAL COPY

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## MORTGAGE

WITH POWER TO APPOINT RECEIVER

THE MORTGAGOR, JOHN PALCU III

of the Village of Palms Heights

in the County of Cook

and State of Illinois MORTGAGE and WARRANTS to ALICE RITO and BEULAH RITO

of the Village of Blue Island County of Cook and State of Illinois

to secure the payment of \$7,591.92 that certain promissory note executed by

JOHN PALCU III bearing even date herewith, payable to the order of ALICE RITO AND BEULAH RITO

the following described real estate to wit:

LOT 7 AND THE SOUTH HALF OF LOT 6 IN BLOCK 5 IN HANSEN PARK A SUBDIVISION OF THE SOUTH WEST QUARTER OF THE NORTH EAST QUARTER OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 12214 Maple Ave, Blue Island, IL 60406

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P.T.I.N. 24-25-219-039/040/041

situated in the County of Cook in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein contained.

If default be made in the payment of the said promissory note, or of any part thereof, or the interest thereon, or any part thereof, at the time and in the manner above specified for the payment thereof, or in case of walse 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, their 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, their heirs, executors, administrators, attorneys or assigns; and it shall be lawful for the said mortgagee, their 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, and to receive and collect all rents, issues and profits thereof.

DEPT-01 RECORDING 100.50  
190001 TRAM 4214 06/17/98 14:37:00  
#2224 4 5 1 \* 9 6 - 4 5 9 8 3 3  
COOK COUNTY RECORDER

23.50  
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Property of Cook County Clerk's Office

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Upon the filing of any complaint to foreclose this mortgage in any Court having jurisdiction thereof, such Court may appoint Adice Rito and Beulah Rito 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 toward the payment of the indebtedness and costs 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, and reasonable dollars attorneys' 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 not, and the interest thereon.

Dated this 19th day of April, 1996

John Palcu III (SEAL)  
JOHN PALCU III

**ATTORNEYS' NATIONAL  
TITLE NETWORK**

This instrument was prepared by Leonard R. Gargas 1400 Torrence Ave-Suite 200, Calumet City, IL 60409  
(NAME AND ADDRESS)

STATE OF ILLINOIS SS.

COUNTY OF COOK

I, Leonard R. Gargas, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John Palcu III

personally known to me to be the same person whose name John Palcu III is subscribed to the foregoing instrument, appeared before me this day in person and acknowledge 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 this 19th day of April, 1996.

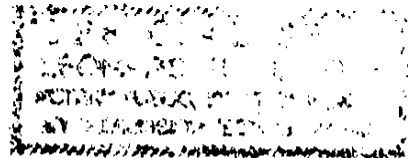
Commission Expires 9-11-98

Leonard R. Gargas

Notary Public



MAIL RECORDED DOCUMENT FOR Leonard R. Gargas P.O. Box 1792, Calumet City, IL 60409



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