

UNOFFICIAL COPY

This Indenture Witnesseth, that the Mortgagor,

MARJORIE S. MIZES, a single person, borrowed the principal sum of Forty-Five Thousand Dollars (\$45,000.00) from the ILEANE MIZES REVOCABLE LIVING TRUST ("Mortgagee"), whose address is 14025 Woods Mill Cove, Chesterfield, Missouri 63017. This debt is evidenced by Mortgagor's Note dated December 21, 1997 ("Note"). This Mortgage secures to Mortgagee, the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications and the performance of Mortgagor's covenants and agreements under this Mortgage and the Note. For these purposes, Mortgagor does hereby MORTGAGE, GRANT and CONVEY to Mortgagee

98148803

Page 1 of 2
5732/0011 37 001 1998-02-25 09:49:42
Cook County Recorder 43.50

THE FOLLOWING DESCRIBED REAL ESTATE, to-wit:

THE WEST HALF OF LOT 13 IN BLOCK 17 IN GAGE'S ADDITION TO THE VILLAGE OF WILMETTE IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 25, 1886 IN BOOK 24 OF PLATS, PAGE 26, IN COOK COUNTY, ILLINOIS,

05-27-305-020-0000

which has the address of 1330 GREENWOOD, WILMETTE, ILLINOIS 60091.

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.

But It Is Expressly Provided and Agreed, That if default be made in the payment of the said 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 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 Note in this mortgage mentioned, shall thereupon, at the option of the said Mortgagee, its successors, attorneys or assigns, become immediately due and payable; And this Mortgage may be immediately foreclosed to pay the same by said Mortgagee, its successors, attorneys, or assigns; And it shall be lawful for the Mortgagee, its successors, 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 bill to foreclose this Mortgage in any Court having jurisdiction thereof, such Court may appoint Stephen E. Cupples

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: Upon filing a bill to foreclose this mortgage in any court of competent jurisdiction, there shall immediately become due and payable, an attorney's or solicitor's fee of a reasonable amount

to be taxed as costs in such suit. 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, said attorney's or solicitor's fees, and all other costs of such suit, 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 interests thereon.

The Said Mortgagor, covenant, and agree, that she will keep all buildings that may at any time be upon said premises insured in such companies as the holders of said note, shall direct, for their full insurable value, and make the loss, if any, payable to, and deposit the policies of insurance with the party of the second part, or his assigns as a further security for the indebtedness aforesaid.

Dated this 30 day of December A. D. 1997

Margorie S. Mizes

MARJORIE S. MIZES

SEAL

SEAL

Margaret Pierroutsakos
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Jan. 29, 2000

Return Recorded Instrument to:
Stephen E. Cupples
Thompson Coburn
One Mercantile Center
St. Louis, Missouri 63101-1693

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**MORTGAGE
STATUTORY FORM**

No. _____

TO _____

STATE OF _____

County _____

SS. No. _____

The instrument was filed for record in the Recorder's
Office of _____ County aforesaid, on the
_____ day of _____ 19____
o'clock _____ M. and recorded in Book _____
_____ on Page _____

RECORDED

Publication Legal Form 5 Printing Co., Reister, Ill.

Property of Cook County Clerk's Office

Margaret Pierroulakos
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires Jan. 29, 2000

Margaret Pierroulakos

My Commission Expires

1-29 19 00

DO HEREBY CERTIFY, that _____ MARJORIE S. MIZES
in and for, and residing in said County, in the State aforesaid,
personally known to me to be the same person _____ whose name
subscribed to the foregoing instrument, appeared before me this day in person
and acknowledged that _____ she signed, sealed and delivered the said instrument
as _____ her 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 _____ seal, this _____
_____ day of _____ A. D. 19 97

STATE OF MISSOURI }
COUNTY OF ST. LOUIS }
I. _____