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1998-04-22 11:52:01
Cook County Recorder 93.50

INDIANA REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, that ERVIN AND DORIS PALIGA, hereinafter referred to as Mortgagors, of COOK County, State of ILLINOIS, Mortgage and warrant to Norvest Financial Indiana, Inc., hereinafter referred to as Mortgagee, the following described real estate in COOK County, State of Indiana, to wit:

LOT 154 IN THE SECOND ADDITION TO WENTWORTH ESTATES, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 20, LYING SOUTH OF THE LITTLE CALUMET RIVER AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 LYING SOUTH AND WEST OF THE LITTLE CALUMET RIVER OF FRACTIONAL SECTION 29, ALL IN TOWNSHIP 26 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

to secure the repayment of a promissory note of even date in the sum of \$53,760.00, payable to Mortgagee in monthly installments, the first payment to fall due on MARCH 30, 2005, and also to secure the repayment of any and all future advances and sums of money which may from time hereafter be advanced or loaned to Mortgagors by Mortgagee; provided however, that the principal amount of the outstanding indebtedness owing to Mortgagee by Mortgagors at any one time, shall not exceed the sum of \$125,000.00.

Mortgagors expressly agree to keep all legal taxes, assessments, and prior liens against said property paid, to keep the buildings and improvements thereon in good repair, to commit no waste thereon, and to keep the buildings and improvements thereon insured for the benefit of the Mortgagee as its interest may appear, and upon failure of Mortgagors to do so, Mortgagee may pay such taxes, assessments, and prior liens, and cause said property to be repaired, and cause said property to be insured, and the amount so paid shall become a part of the indebtedness secured by this mortgage.

Mortgagors agree to pay all indebtedness secured hereby, together with all taxes, assessments, charges, and insurance, without any relief whatsoever from valuation or appraisal laws of the State of Indiana.

Mortgagors agree not to sell, convey or otherwise transfer the above described real estate or any part thereof without Mortgagee's prior written consent and any such sale, conveyance or transfer without Mortgagee's prior written consent shall constitute a default under the terms hereof.

Mortgagors agree that upon failure to pay any installment due under said note, or any other indebtedness hereby secured when due, or taxes, assessments, insurance, or prior liens, or in event of default in or violation of any of the other terms hereof, then all of said mortgage indebtedness shall at Mortgagee's option, without notice, become due and collectible and this mortgage may then be foreclosed accordingly. Upon foreclosure Mortgagee shall have the right, irrespective of any deficiency, to which Mortgagors hereby consent, to have a receiver appointed to take possession of said premises and collect the rents, issues and profits thereof for the benefit of the Mortgagee.

The covenants contained herein shall bind and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used the singular number shall be construed to include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands this 25TH day of MARCH, 1998.

Sign here Ervin E. Paliga
Type name as signed: ERVIN E. PALIGA

Sign here Doris J. Paliga
Type name as signed: DORIS J. PALIGA

Sign here _____
Type name as signed: _____

Sign here _____
Type name as signed: _____

State of Indiana)
County of LAKE) ss.

Before me, the undersigned, a Notary Public in and for said County, this 25TH day of MARCH, 1998, came ERVIN AND DORIS PALIGA, and acknowledged the execution of the foregoing Mortgage. Witness my hand and official seal.

Type name as signed: DIRK D. LARSEN
My Commission Expires: MAY 19, 2001
Dirk D. Larsen, Notary Public

This instrument was prepared by: ELIZABETH H. VOTE

S. IV
P. 2
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M. V

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CERTIFICATE OF SATISFACTION OF MORTGAGE - INDIANA

THIS IS TO CERTIFY, that a certain mortgage dated OCTOBER 9, 1996, made by DORIS AND ERVIN PALIGA Mortgagors, to NORWEST FINANCIAL INDIANA, INC. Mortgagee, and recorded in the office of the County Recorder of COOK County, State of Indiana in Mortgage Record No. 96878/34, page _____, and assigned to the undersigned by assignment dated _____, 19____, and recorded in the office of the County Recorder of _____ County, State of Indiana in Mortgage Record No. _____, page _____, has been fully paid and satisfied, and the same is hereby released.

IN WITNESS WHEREOF, the said Assignee and holder has caused this instrument to be executed this 31 day of MARCH, 19 98.

NORWEST FINANCIAL INDIANA, Inc.

By Barbara S. Sandoval, Attorney in Fact.

Type name as signed: BARBARA S. SANDOVAL

State of Indiana)
) SS.
County of LAKE)

Before me, the undersigned, a Notary Public in and for said county, this 31 day of MARCH, 19 98, came BARBARA S. SANDOVAL

who acknowledged the execution of the foregoing instrument on behalf of said Mortgagee as its Attorney in Fact, pursuant to the Special Power of Attorney from said Mortgagee, which is recorded in the office of the County Recorder of LAKE County, State of Indiana. Witness my hand and official seal.

Dirk D. Larsen

Type name as signed: DIRK D. LARSEN, Notary Public

My Commission Expires: MAY 19, 2001

This instrument was prepared by: ELIZABETH H. VOTE

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