

# UNOFFICIAL COPY

REAL ESTATE MORTGAGE  
(Prepared in triplicate)

3479275

## MORTGAGOR

(Names and Addresses)

Eula H. Mason

Harvey C. Mason

11405 South Bishop

South Address

Chicago, IL, 60643

City

OF Cook COUNTY, ILLINOIS

## MORTGAGEE

Commercial Credit Loans, Inc.

2357A Plainfield Road

Crest Hill, IL, 60435

OF		OF					
First Part Due Date	Last Part Due Date	Loan Number	Term of First Period & Maturity	First Part Due Date	Last Part Due Date	Loan Number	Term of First Period & Maturity
12/26/85	11/21/00	07477096	11/21/85	180		568,84	40643,80
Day Day Each Mo.							

THIS MORTGAGE ALSO SECURES FUTURE ADVANCES AS PROVIDED THEREIN.

THIS INDENTURE, WITNESSETH, THAT the Mortgagor, above named, of the above named address in the County and State above indicated

Mortgage and Warrant to the Mortgagee named in print above, to secure the payment of one certain Promissory Note executed by Eula H. Mason

and Harvey C. Mason His wife ("Borrowers"), bearing even date herewith, payable to the order of the Mortgagee named in print above, the following described real estate, to wit:

Lot Twenty Nine - (29), and Lot Thirty - (30)  
In Block Eighty Two (82) in Roger's Resubdivision of Blocks 80, 81, 82, 83, 84, and  
85 with other property in Washington Heights in the West Half ( $\frac{1}{2}$ ) of the Northwest  
Quarter ( $\frac{1}{4}$ ) of Section 20 Town 37 North, Range 14, East of the Third Principal  
Meridian.

Commonly known as: 11405 South Bishop, Chicago, Illinois, 60643

25-20-121-021  
-022

situated in the County above in the State indicated above, 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 or breach of any of the covenants or agreements herein contained.

The Mortgagor(s) covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note provided, or according to any agreement extending time of payment, or in accord with the terms of any subsequently executed notes, which shall be a continuation of the initial transaction and evidence the refinancing or advancing of additional sums of money to Mortgagor(s); (2) to pay prior to the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the Mortgagee herein, who is thereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, if any, with loss clause attached payable first, to any prior Mortgagor, if any, and, second, to the Mortgagor above named as their interests may appear, which policies shall be left and remain with the said Mortgagor until the indebtedness is fully paid; and to pay all prior encumbrances, and the interest thereon, at the time or times when the same shall become due and payable; and (6) that Mortgagor(s) shall not sell or transfer said premises or an interest therein, including through sale by installment contract, without Mortgagee's prior written consent, or Mortgagee can, at Mortgagee's option, declare the entire principal amount and accrued interest due and payable at once; provided, however, that if Mortgagor(s) now occupy or will occupy the property, certain sales and transfers, as outlined by the Federal Home Loan Bank Board at 12 C.F.R. Section 591.5, as amended, do not require Mortgagee's prior written consent.

In the event of failure so to insure, or pay taxes or assessments, or the prior encumbrances or the interest thereof, when due, the Mortgagor or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior encumbrances and the interest thereon from time to time; and all money so paid, the Mortgagor(s), agrees to repay immediately without demand, and the same with interest thereon from the date of payment at seven per cent, per annum, shall be so much additional indebtedness secured hereby. If any insurance coverage is obtained at Mortgagee's office, upon Borrower's default, Mortgagor hereby gives to Mortgagee the right to cancel part or all of that insurance and to apply any returned premiums to the unpaid balance, if not prohibited by law.

In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from the date of such breach, at the rate of interest then prevailing under the above-described Promissory Note or the highest rate of interest provided by law, shall be recoverable by foreclosure thereof; or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

It is agreed by the Mortgagor(s) that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree, shall be paid by the Mortgagor(s); and the like expenses and disbursements, occasioned by any suit or proceeding wherein the Mortgagee or any holder of any part of said indebtedness as such, may be a party, shall also be paid by the Mortgagor(s). All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and costs of suit, including solicitor's fees have been paid. The Mortgagor(s) for said Mortgagor(s) and for the heirs, executors, administrators and assigns of said Mortgagor(s) waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any bill to foreclose this mortgage, the court in which such bill is filed, may at once and without notice to the said Mortgagor(s), or to any party claiming under said Mortgagor(s), appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

Mortgagor warrants that Mortgagor seized of said premises in fee simple and has the right to convey the same in fee simple and said premises are free from any encumbrances other than:

N/A

N/A

N/A

N/A

Mortgagor

Date

Recorded in Book

Page

County

If in this mortgage the Mortgagor is or includes persons other than Borrower, then Borrower only is primarily liable for payment of the promissory Note and Mortgagor is liable and bound by all other terms, conditions, covenants and agreements contained in this mortgage, including but not limited to the right of and power of Mortgagee to foreclose on this mortgage in the event of default.

Witness the hand of \_\_\_\_\_ and seal of \_\_\_\_\_ of the Mortgagors this 21st day of November A.D. 1985

*Eula H. Mason*

(SEAL)

*Harvey C. Mason*

(SEAL)

Eula H. Mason

(SEAL)

Harvey C. Mason

(SEAL)

# UNOFFICIAL COPY

STATE OF **ILLINOIS** **ONE**  
County of **Illinois**

Thomas G. Gilstrap

**W**YOMING AND TETON COUNTY, IN THE

State aforesaid, DO HEREBY CERTIFY, That John H. Mason & Harvey C. Mason his wife,  
personally known to me to be same person B. whose name B. are  
subscribed to the foregoing instrument,  
appeared before me this day in person, and acknowledged that they be S. signed, sealed and delivered the said instrument as  
their free and voluntary act, for the uses and purposes therem set forth, including the release the waiver of the right of  
homestead.

GIVEN under my hand and ... notary

21 November A.D. 1985

This instrument was printed by J. A. Kazak 2357 A. Plainfield Rd., Crest Hill, Ill., 60435  
(Name) (Address)

**ORIGINAL RECORDING**

DUPLICATE-OFFICE

**TRIPPLICATE—CUSTOMER'S**

# UNOFFICIAL COPY

The Affiant, regarding the possible liability for State Inheritance Tax for the Estate of decedent herein, being first duly sworn upon oath, deposes and states as follows:

(1) I am Att'y for the Estate of Michael Wenzel  
(name and capacity)

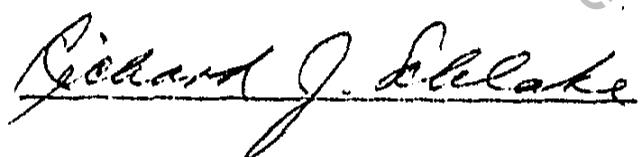
and reside at 8324 Lincoln, Skokie, Ill.

(2) I am personally acquainted with the affairs of the Estate of Michael Wenzel, who died on Oct. 2, 1985.

(3) That as a consequence, I represent to the Registrar of Titles that regarding Federal Estate Tax or State Inheritance Tax;  
(elect one - initial choice)

- 1) that no Tax is due; or ✓  
 2) that if any Tax due there are sufficient other assets to pay such Tax; or  
 3) that any Tax due has been paid.

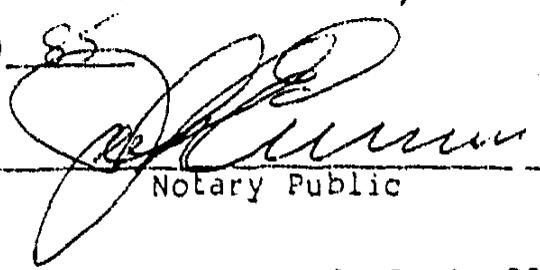
and I make this affidavit for the purpose of inducing the Registrar of Titles of Cook County, Illinois, to issue a Certificate of Title without additional evidence of non-liability, relying on this statement as true, and in consideration thereof affiant guarantees the truth of the statements herein contained.



Subscribed and sworn to before

me this 25<sup>th</sup> day of Nov ;

19 85



Notary Public

**UNOFFICIAL COPY**

DATE **OCT 7 1985**  
 I HEREBY CERTIFY THAT the foregoing is a true and correct copy of the death record for the  
 deceased named in item 1 and that the record was actually filed and filed in my office in  
 accordance with the provisions of the Illinois Statute relating to the registration of  
 births, stillbirths and deaths.

REGISTRATION DISTRICT NO. REGISTERED NUMBER		MEDICAL CERTIFICATE OF DEATH		STATE OF ILLINOIS		OCT 33	
NAME		NAME		NAME		NAME	
MABEL		A. WENDT		2 Female		OCTOBER 7, 1985	
WHITE		GERMAN		18		COOK	
A. ARLINGTON HEIGHTS		NORTHWEST COMMUNITY HOSPITAL		22		INPATIENT	
STATE OF BIRTH		CITIZEN OF ANOTHER COUNTRY		NAME OF BUSINESS OR TRADE		NAME OF SPONSOR	
B. ILLINOIS		U.S.A.		i.e. NEVER MARRIED		i.e. None	
SOCIAL SECURITY NUMBER		GROCER		RELATIONSHIP		ADDRESS	
D. 102 S. IOKA AVENUE		GROCER TAKER		i.e. SISTER		i.e. COOK	
FATHER'S NAME		H. HENRY		W. WENDT		ILLINOIS	
INFORMANT NAME AND RELATIONSHIP		NAME AND ADDRESS		NAME AND ADDRESS		NAME AND ADDRESS	
E. ADELINA A. SYME		102 S. IOKA AVENUE, MT. PROSPECT, IL		102 S. IOKA AVENUE, MT. PROSPECT, IL		102 S. IOKA AVENUE, MT. PROSPECT, IL	
DEATH WAS CAUSED BY		REASON FOR DEATH		TIME OF DEATH		SEC	
F. PART		G. HENRY - ELLEN - ERIC		3:22 P.M.		5	
PART H. OTHER SIGNIFICANT CONDITIONS		H. HENRY		I. HENRY		J. HENRY	
DATE OF OPERATION IF ANY		NAME OF DOCTOR		NAME OF DOCTOR		NAME OF DOCTOR	
K. ANESTHETIST		L. HENRY		M. HENRY		N. HENRY	
L. SIGNATURE		M. HENRY		N. HENRY		O. HENRY	
NAME AND ADDRESS OF ATTENDING PHYSICIAN		NAME AND ADDRESS OF ATTENDING PHYSICIAN		NAME AND ADDRESS OF ATTENDING PHYSICIAN		NAME AND ADDRESS OF ATTENDING PHYSICIAN	
P. FREDRICKS Funeral Home Inc.		Q. 601 N. Central Road, Mt. Prospect, IL		R. 35-95034		S. Oct. 10, 1985	
NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIED		NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIED		NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIED		NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIED	
T. FUNERAL DIRECTOR'S SIGNATURE		U. CEMETERY OR Crematorium		V. LOCATION		W. DATE	
V. FUNERAL DIRECTOR'S SIGNATURE		W. CONCORDIA		X. FOREST PARK, ILLINOIS		Y. OCT. 10, 1985	
X. LOCAL REGISTRY		Y. KAREN E. SCOTT, MD.		Z. FUNERAL DIRECTOR'S SIGNATURE		AA. DATE	
Z. DECEASED		AA. DECEASED		AB. DECEASED		AC. DECEASED	
VR 200 REV. 5/82		IL Deptt. Department of Public Health - Office of Vital Records		IL Deptt. Department of Public Health - Office of Vital Records		IL Deptt. Department of Public Health - Office of Vital Records	