

# UNOFFICIAL COPY

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## AFFIDAVIT OF DELIVERY

STATE OF ILLINOIS )  
COUNTY OF COOK )

WE, Darrell L. Brewer, Mary Pat Brewer and Ruth McLaughlin, STATE UNDER OATH AS FOLLOWS:

1. THAT WE ARE THE PRESENT OWNERS OF A CERTAIN PIECE OF PROPERTY LOCATED AT  
5225 W. 64th Place, Chicago, IL 60638

### Mortgage

2. THAT A CERTAIN DEED WAS DULY EXECUTED AND DELIVERED BUT HAS NEVER BEEN PROPERTY REGISTERED AND IS NOW STALE DATED.

3. THAT SAID ~~DEED~~ <sup>mortgage</sup> WAS NOT REGISTERED BECAUSE Title Co. had the certificate of Title in their vault since Oct. 83.

4. ~~THAT AFFIANT DID TAKE DELIVERY OF SAID DEED ON OR ABOUT THE \_\_\_\_\_ OF \_\_\_\_\_ 19\_\_\_\_ AND HAS BEEN IN POSSESSION OF THE PROPERTY SINCE THAT TIME.~~

5. THIS AFFIDAVIT IS MADE TO INDUCE THE REGISTRAR OF TITLES TO ACCEPT THIS ~~DEED~~ <sup>mortgage</sup> FOR REGISTRATION. THIS AFFIDAVIT ALSO HOLDS THE REGISTRAR HARMLESS OF ANY NON-TRUTHS RELATING TO THIS STATEMENT AND THE ACCEPTANCE OF THIS DEED.

6. THAT THERE HAVE BEEN NO CLAIMS OR COURT PROCEEDINGS REGARDING THIS MATTER.

(INSERT LEGAL DESCRIPTION)

Lot Forty Three (43) in South Lockwood Avenue Subdivision being part of the North East Quarter (¼) of the Northwest Quarter (¼) of Section 21, Township 21 North, Range 13, East of the Third Principal Meridian.

Permanent Real Estate Index Number: 19-21-116-019 ~~46~~  
Address of Property: 5225 W. 64th. Place, Chicago, IL. 60638

Darrell L. Brewer

Mary Pat Brewer

Ruth McLaughlin

SUBSCRIBED AND SWORN BEFORE ME THIS 11 DAY OF AUGUST, 1986 A.D.

Lucille A. Stuts  
NOTARY PUBLIC

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

ILLINOIS

Commission expires on 5th day of November 1985

Given under my hand and official seal, this 11th day of November 1985

appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as personally known to me to be the same person whose name is subscribed to the foregoing instrument

In the State aforesaid DO HEREBY CERTIFY that Darrell L. Brewer, Mary Pat Brewer and Ruth M. McLaughlin

the undersigned a Notary Public in and for said County of Illinois County of Cook

Witness the hand, and seal of Notary Public (Name and year first above written)

The name of a record owner is incorporated herein by reference and are a part hereof and shall be binding on Mortgagees, their heirs, successors and assigns

TO HAVE AND TO HOLD the premises into the Mortgagee, and the Mortgagee's successors and assigns forever, for the purposes and upon the terms hereinafter set forth

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3240123

3540152

Note ID

Property address: 5225 W. 64th. Place, Chicago, IL, 60638

38 North, Range 13, East of the Third Principal Meridian. North East Quarter (1/4) of Section 21, Township

Lot Forty Three (43) in South Lockwood Avenue, Subdivision being part of the

and interest therein, situate, lying and being in the City of Chicago AND STATE OF ILLINOIS, to wit

and all of said in which these is made payable at such place as the holders of the contract may, from time to time, in writing appoint, and in

to pay the said sum in installments of \$ 67.51 each beginning March 1

payable on March 1 1986 and a final payment of \$ 67.51

4050.60 payable to the order of and delivered to the Mortgagee, in and by which contract the Mortgagee promises

THAT WHENAS the Mortgagee are justly indebted to the Mortgagee upon the Retail Installment Contract dated November 11 1985 in the sum of FOUR THOUSAND FIFTY--60/100

herein referred to as "Mortgagee," with respect to

herein referred to as "Mortgagee," and Key Energy Systems, Inc.

Above Space For Recorder's Use Only

2551 Bernice Rd Lansing, IL (NO AND STREET) (CITY) (STATE)

5225 W. 64th Pl Chicago, IL (NO AND STREET) (CITY) (STATE)

Ruth M. McLaughlin (1st and 2nd married to each other, 3rd divorced)

Darrell L. Brewer, Mary Pat Brewer, and

THIS INSTRUMENT MADE NOVEMBER 11 1985 between

NOTARIAL PUBLIC (ILLINOIS)

INSTRUCTIONS  
NAME  
STREET  
CITY

Date April 7, 1986

Mortgagee  
Key Energy Systems, Inc.

Mortgage  
Union Mortgage Company, Inc.

FOR VALUABLE CONSIDERATION, Mortgagee hereby sells, assigns and transfers the within mortgage to

ASSIGNMENT

1. Mortgagee shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed...  
2. Mortgagee shall pay before any penalty attaches all general taxes and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due and shall upon written request, furnish to Mortgagee or to holders of the contract duplicate receipts therefor...  
3. Mortgagee shall keep all buildings and improvements now and hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby...  
4. In case of default therein, Mortgagee or the holder of the contract may, but need not, make any payment or perform any act herebefore required of Mortgagee in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances...  
5. The Mortgagee or the holder of the contract hereby authorized relating to taxes and assessments, may do so according to any bill, state or federal estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of a tax, assessment, sale, forfeiture, tax lien or title or claim therefor...  
6. Mortgagee shall pay each item of indebtedness herein mentioned, when due according to the terms hereof, at the option of the holder of the contract, and without notice to the Mortgagee, all unpaid indebtedness secured by the Mortgagee shall, notwithstanding anything in the contract or in the Mortgagee or the contract, become due and payable (a) immediately in the case of default in making payment of any installment on the contract, or (b) when default shall occur and exist, for three days in the performance of any other agreement of the Mortgagee herein contained...  
7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof in any and all ways which shall be allowed and included as additional indebtedness in the decree for sale all expenses and charges which may be paid or incurred by or on behalf of Mortgagee or holder of the contract for attorney's fees, appraiser's fees, overlays for documentary and expert evidence, etc. and all other expenses, costs and charges (which may be estimated as to items to be expended after entry of the decree of foreclosure) and all such other expenses, costs and charges, publication costs and costs (which may be estimated as to items to be expended evidence in bidding at any sale which may be had pursuant to such decree of the true condition of the title to or the value of the premises, all expenses and expenses of the nature in this paragraph mentioned, and all other expenses, costs and charges, including professional and bankery payable when paid or incurred by Mortgagee or holder of the contract in connection with (a) any proceeding, including foreclosure and bankruptcy proceedings, to which either of them shall be a party, either as a claimant or defendant, or as a party to the proceedings, or (b) any proceeding, including foreclosure and bankruptcy proceedings, to which either of them shall be a party, either as a claimant or defendant, or as a party to the proceedings, or (c) any proceeding, including foreclosure and bankruptcy proceedings, to which either of them shall be a party, either as a claimant or defendant, or as a party to the proceedings, or (d) any proceeding, including foreclosure and bankruptcy proceedings, to which either of them shall be a party, either as a claimant or defendant, or as a party to the proceedings...  
8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, on account of all taxes and charges which have been paid or incurred by Mortgagee or holder of the contract, and second, all unpaid interest on the contract, and third, the balance to be distributed to the holder of the contract...  
9. Upon or any time after the filing of a bill to foreclose this mortgage the court in which such bill is filed may appoint a receiver of said premises, such appointment may be made either before or after sale without notice without regard to the consent of the Mortgagee or holder of the contract...  
10. No action for the enforcement of the Mortgagee or holder of the contract shall be subject to any defense with which it would not be good and available to the party interposing same in an action at law upon the contract hereby secured...  
11. Mortgagee or the holder of the contract shall have the right in respect to the premises at all reasonable times, and the same shall be permitted for that purpose...  
12. If Mortgagee shall sell, assign or transfer any right, title or interest in said premises, or any portion thereof, with or without written consent of the holder of the contract secured hereby, holder shall have the right, at his option, to deposit all unpaid indebtedness secured by this mortgage to be immediately due and payable, anything in said contract or this mortgage to the contrary notwithstanding.

KEY ENERGY SYSTEMS, INC.  
P.O. BOX 100  
D-551 BERMUDE RD., LANSING, MI, 48208

3540152  
2/29/86

ADDITIONAL CONVENTIONS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORTGAGE AND INCORPORATED THEREIN BY REFERENCE.