

UNOFFICIAL COPY

NOTE

03547

107663-3

FOR VALUE RECEIVED, the undersigned hereby promise to pay to.....

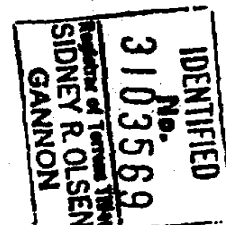
GLENVIEW GUARANTY SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the State of Illinois, its successors and assigns, at its office in  
Glenview, Illinois, or at such other place as it may designate, the principal sum of

FORTY THOUSAND AND NO/100'S-----

DOLLARS

(\$ 40,000.00), together with interest on the unpaid balance from time to time at the rate of TEN & ONE QUARTER  
per centum (10.25%) per annum thereafter.



Said principal and interest shall be paid in monthly installments of THREE HUNDRED FIFTY EIGHT AND 45/  
100'S----- DOLLARS (\$ 358.45)  
on the 15th day of each month, commencing with August 15, 1979 until this note is fully paid.

In the event of any prepayment, this note shall not be treated as in default at any time so long as the unpaid balance of principal, additional advances under this note or the instrument securing the same, and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtedness would have been had the monthly payments been made as first specified above; provided that monthly payments shall be continued in the event of any credit of any proceeds of insurance or condemnation.

Interest shall be paid monthly on this note from the date hereof to the above mentioned first payment date at the rate stated herein.

Said monthly payments shall be first applied to interest and the balance to principal. Interest for each month shall be added to the unpaid balance on the first day of each month at the rate (on one-twelfth (1/12th) of the annual interest rate and shall be calculated upon the unpaid balance due as of the first day of the preceding month.

The undersigned reserve the right to prepay this note in whole or in part at any time, but the Association may require payment of not more than six (6) months advance interest on the part of the aggregate amount of all prepayments on the note in one year, which exceeds twenty percent (20%) of the original principal amount of the loan.

This note is secured by a mortgage bearing even date herewith to the Association on real estate located in the County of COOK and State of Illinois. All of the terms and conditions of said mortgage are hereby incorporated in and made a part of this note.

The undersigned agree to pay to the Association on each monthly payment date an additional amount equal to one-twelfth (1/12th) of the annual taxes and assessments levied against the mortgaged premises, and one-twelfth (1/12th) of the annual premiums for insurance carried in connection with said premises, as estimated by the Association. As taxes and assessments become due and payable and as insurance policies expire, or premiums thereon become due, the Association is authorized to use such moneys for the purpose of paying such taxes or assessments, or renewing insurance policies or paying premiums thereon, and in the event such moneys are insufficient for such purpose the undersigned agree to pay the Association the difference forthwith. It shall not be obligatory upon the Association to inquire into the validity or accuracy of any of said items before making payment of the same and nothing herein contained shall be construed as requiring the Association to advance other moneys for said purposes nor shall the Association incur any personal liability for anything it may do or omit to do hereunder. NO INTEREST PAID ON ESCROW.

The undersigned further agree that upon default in the payment of any of said installment, the undersigned, at the election of the Association, shall pay interest at 12-1/4 Per Cent per annum so long as said default shall continue and that if default be made in the payment of any of the said installments or in case of the breach of any of the covenants or agreements stipulated in said mortgage to be performed by the undersigned, the principal sum above-mentioned, or any balance that may be unpaid thereon, together with all interest thereon as aforesaid, and any advances made by the Association shall, at the option of the Association, its successors or assigns, become immediately due and payable without notice, and all of said principal, interest and advances, together with interest thereon at the rate of 12-1/4 Per Cent per annum, shall be collectible immediately, or at any time after such default, anything hereinbefore contained to the contrary notwithstanding.

To further secure the payment of this note, the undersigned hereby authorize, irrevocably, any attorney of any court of record to appear for the undersigned, in such court, in term time or vacation, at any time after default, and confess a judgment jointly and severally, without process, in favor of the Association, its successors or assigns, for the unpaid balance of principal and interest exclusive of other advances, together with costs and reasonable attorneys' fees, and to waive and release all errors which may intervene in any such proceedings and consent to immediate execution on such judgment; hereby ratifying and confirming all that the undersigned's said attorney may do by virtue hereof.

The makers, sureties, guarantors, and endorser of this note, jointly and severally, hereby waive notice and consent to any and all extensions of this note or any part thereof without notice, and each hereby waives demand, presentment for payment, notice of non-payment and protest, and any and all notice of whatever kind or nature and the exhaustion of legal remedies herein.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 14th day of

July, A. D. 1979

Walter D. McPhee (SEAL)

Walter D. McPhee (SEAL)

(SEAL)

(SEAL)

3547027

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STATE OF ILLINOIS )  
COUNTY OF COOK }

SS

AFFIDAVIT

The undersigned, a \_\_\_\_\_ Vice President of Horizon  
Federal Savings Bank, being first duly sworn, on oath states as  
follows:

1. That Horizon Federal Savings Bank is the owner of that  
certain Note, a copy of which is attached hereto as  
Exhibit "A";
2. That the original of said Note has been lost, destroyed  
or misplaced by Horizon Federal Savings Bank;  
and
3. That Horizon Federal Savings Bank has received full pay-  
ment under the terms of the Note and, in the event the  
original is later discovered, will mark the original  
"cancelled" and return the same to the maker thereof.

HORIZON FEDERAL SAVINGS BANK

By: \_\_\_\_\_

Vice President

Subscribed and sworn to  
before me this 25th day  
of November 19 85.

Margaret E. Smith  
Notary Public

MY COMMISSION EXPIRES  
OCTOBER 9, 1988

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Succor in interest to  
Glenview Guaranty Savings  
& Loan

KNOW ALL MEN BY THESE PRESENTS, THAT THE  
HORIZON FEDERAL SAVINGS BANK

Loan # 101663-3

a corporation existing under the laws of the United States of America for and in consideration of the payment of the indebtedness secured by the Mortgage Deed and obligation thereby secured, and of the sum of one dollar, the receipt whereof is hereby acknowledged, does hereby REMISE, CONVEY, RELEASE AND QUIT CLAIM unto Warren D. McPhee and Eleanor M. McPhee, his wife

of the County of Cook and State of Illinois, all the right, title, interest, claim or demand whatsoever it may have acquired in, through or by a certain Mortgage Deed and bearing date the 3rd day of July A.D. 19 79, and recorded in the recorders office of Cook County, in the State of Illinois, in book of records , on page , as Document No. 3103569, and in book of records , on page , as Document No. , and in book of records , on page , as Document No. , to the premises therein described as follows to-wit:

The West Half (1/2) of Lot Fifty-Nine (59) in Kenilworth Gardens, being a Subdivision of those parts of the West Half (1/2) of Section 28, Town 42 North, Range 13, East of the Third Principal Meridian, lying West of Ridge Avenue, described as follows: Lot One (1) of Barbara Wagner's Subdivision of the South Twenty (20) acres of the North West Quarter (1/4) of Section 28, also the North Ten (10) acres of the South West Quarter (1/4) of said Section 28, in Cook County, Illinois. \*\*

PROPERTY INDEX NUMBER

03	28	112	030		
A	CA	DEK	FCL	UNIT	

RV

INDEX #

situated in the Village of Wilmette County of Cook and State of Illinois, together with all the appurtenances and privileges thereunto belong or appertaining.

In testimony whereof, the said:

HORIZON FEDERAL SAVINGS BANK

has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice President, and by its Assistant Secretary this 25th day of November, A.D. 19 85.

HORIZON FEDERAL SAVINGS BANK

By: Ronald F. Theberge Vice President

Attest: Joan M. Schneider Assistant Secretary

State of Illinois  
County of Cook

These officers personally appeared before me this day and I made oath that I saw Horizon Federal Savings Bank, a Corporation, by its duly authorized officers, sign, seal, and as its free voluntary act deliver the within instrument for the use and purpose therein set forth.

Given under my hand and Notarial Seal this 25th day of November, 19 85.

Margaret E. Smith Notary Public

This instrument was prepared by: Kerry J. Howard  
Horizon Federal Savings Bank  
1131 Chicago Avenue  
Evanston, IL 60202

MY COMMISSION EXPIRES  
OCTOBER 9, 1988

FOR THE PROTECTION OF THE OWNER THIS RELEASE SHALL BE FILED WITH THE RECORDER OF DEEDS IN WHOSE OFFICE THE MORTGAGE WAS FILED.

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354702 SEP 8

IDENTIFIED	AM '88
No.	
REGISTRATION	
FILES	
WARRY 'BUS' YOU'RELL	
SANCHEZ	

*Wenman S. Althea*  
2236 Kenilworth  
Wilmette, Ill 60091

3547027

Property of Cook County Clerk's Office

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