

UNOFFICIAL COPY

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TORRENS - OWNERS LOST
(TO BE EXECUTED BY ALL PARTIES IN TITLE)

Torrens - Owners Lost - No. 1

STATE OF ILLINOIS, ss.
County of Cook

Leon G Kriston and Judith Kriston, his wifebeing first duly sworn, on oath states
that the y resides at 1117 W Coach Rd Homewood, IL 60430
that heretofore on the 9 day of JULY 19 75, there was issued and
delivered to him from the office of the Registrar of Titles, of Cook County, Illinois, a certificate of
Title No. 1223545certifying the title in this affiant in and to property situated in the
County of Cook and State of Illinois, described as follows:

Lot two (2) in block eleven (11) in Homewood Terrance Unit No. 2, being
a subdivision of part of the Southeast Quarter (¼) of Section 5,
Township 35 North, Range 14, East of the Third Principal Meridian,
according to the plat thereof registered in the Office of the Registrar
of Titles of Cook County, Illinois, on June 6, 1963, as Document
Number 2094616, in Cook County, Illinois.

AKA 1117 W COACH RD HOMEWOOD

32-05-411-00; *SR*

That said Certificate remained in his possession exclusively; that said Certificate has been lost, mis-
placed or destroyed, that diligent search has been made for same; that original Certificate of Title in the
Registrar's Office shows the title in this affiant to said property, subject to the following liens and
encumbrances: AS SHOWN ON CERTIFICATE

Homewood Federal Savings & Loan Association recorded 6/17/75 as document
number 2813594 for \$30,000. assigned to First Nat'l bk of Chicago as
document number 3414828.

Affiant further says, that there is no other person or persons having knowledge of the circumstances of
the loss, destruction or misplacement of the Certificate of Title, that he makes this affidavit for the
purpose of inducing SIDNEY R. OLSEN, Registrar of Titles of said County, to issue to him an
OWNERS CERTIFIED COPY, issued in place of lost, misplaced or destroyed Certificate of Title, as
provided in Section 58, of the Illinois Land Registration Act, approved and in force May 1st, 1897, as
amended by acts of 1907, 1909, 1910, 1913, etc.

Leon G. Kriston
Judy Kriston

Subscribed and sworn to before me this 20th day of September A. D. 1986

Deborah J. Olsen
Notary Public.

2068

(FORM 393)

PREPARED BY
JE LANDIS
4718 LINCOLN HWY
MATTESON, I.L. 60443

3552690

*Not at Court 9-25-86 D-2
not in Chicago Letter Homewood*

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Property of Cook County Clerk's Office

1/23/05
SECRET
COOK COUNTY CLERK'S OFFICE

3552690

1986 SEP 25 AM 11:02
HARRY (BUS) YOURELL
REGISTRAR OF TITLES

3552690

19031980

Registrar of Titles Enter this document
on Certificate of Title No. 122354
Vol. 24512 no. 873
Date 9-25-86
S. HARRIS

HOUSEHOLD FINANCE
4718 W UNICORN HWY
MATTESON, IL. 60443

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0 3 5 5 2 2 2 2

FWMC #269564

FHA#131:4471105-703

THE SOUTH 52 FEET OF LOT 17 AND THE NORTH 8 FEET OF LOT 18 IN BLOCK 3 IN SECOND ADDITION TO GRAND AVENUE HIGHLANDS, BEING A SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION, THENCE EAST ON THE NORTH LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 670.25 FEET TO A POINT, THENCE SOUTH A DISTANCE OF 1145.15 FEET TO A POINT, SAID POINT BEING 670.84 FEET EAST OF THE WEST LINE OF SAID SECTION AND 176.0 FEET NORTH OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 THENCE WEST A DISTANCE OF 670.84 FEET TO A POINT ON THE WEST LINE OF SAID SECTION, SAID POINT BEING 1145.21 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION, THENCE FORTH ON SAID SECTION LINE TO A POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF, REGISTERED IN THE OFFICE OF THE REGISTRAR OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 1446901, IN COOK COUNTY, ILLINOIS.

PUBLIC RECORDS
Cook County Clerk's Office

3552222

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Property of Cook County Clerk's Office

3225555

All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagee will give immediate notice by mail to the Mortgagor, who may make proof of loss if not made promptly by Mortgagee, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

That if the premises, or any part thereof, be condemned under any power of eminent domain, or required for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act, within SIXTY days from the date hereof written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the SIXTY days' time from the date of this mortgage declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility, the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

In the event of default in making any monthly payment provided for herein and in the note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon shall, at the election of the Mortgagee, without notice, become immediately due and payable.

And in the event that the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit, and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness,

costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may; keep the said premises in good repair; pay such current or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgagor or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the rents, issues, and profits for the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

And in case of foreclosure of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

And there shall be included in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid. The surplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

It is expressly agreed that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

3552222

UNOFFICIAL COPY

PROPERTY RECORDS SECTION, COOK COUNTY CLERK'S OFFICE, 111 W. WASHINGTON ST., CHICAGO, ILL. 60602

35522222
35522222
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SEP 24 11 10 AM '98
HARRY JOSEPH BUREAU
REGISTERED PROFESSIONAL

Submitted by _____
 Address _____
 Percent to _____
 Address _____
 Deed to _____
 Address _____
 Notice _____

WESTERN MORTGAGE CORP. OF ILL.
 853 North Court, Suite 200
 Palatine, IL 60067
 GARROL HERCULES
 JUST

GREATER ILLINOIS
 TITLE COMPANY
 BOX 116
 # C10294

PREPARED BY AND MAIL TO:

32255555

Doc. No. _____ Filed for Record in the Recorder's Office of _____ County, Illinois, on the _____ day of _____ A.D. 19 _____

_____ of _____ page _____ m., and duly recorded in Book _____ of _____ clock _____

State of Illinois)
 County of DuPage)
)
)
)

I, the undersigned, do hereby certify that Scott D. Priere and Guadalupe Priere are the persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their 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 Notarial Seal this _____ day of _____ A.D. 1986

Notary Public

Witness the hand and seal of the Notary, the day and year first written.

 SCOTT D. PRIERE

 GUADALUPE PRIERE