

7062827 W 2nd

Handwritten signature and scribbles

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 22
 19 86. The mortgagor is CHARLES N. BETHEL and LOLA J. BETHEL, his wife
 ("Borrower"). This Security Instrument is given to
FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF BERWYN
 under the laws of Illinois, United States of America, and whose address is
6532 West Carmak Road - Berwyn, Illinois 60402 ("Lender").
 Borrower owes Lender the principal sum of Forty-eight thousand and 00/100ths
***** Dollars (U.S. \$ 48,000.00 *****). This debt is evidenced by Borrower's note
 dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not
 paid earlier, due and payable on January 1, 2017. This Security Instrument
 secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
 modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this
 Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and
 the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property
 located in Cook County, Illinois:

Lot Ten (10) (except the North 3 feet thereof) North 6 feet of Lot
 Eleven (11) in Block Nineteen (19) in a Subdivision of all of Block
 Nineteen (19) and Block Thirty (30) (except the East Thirty-Three (33)
 feet thereof) in the Subdivision of the North West Quarter (1/4) of Section
 29, Town 39 North, Range 13, East of the Third Principal Meridian.

PIN: 16-29-121-013-0000

DHO all
JR

which has the address of 2420 South 61st Avenue Cicero
(Street) (City)
 Illinois 60650 ("Property Address");
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,
 appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or
 hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the
 foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to
 mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.
 Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any
 encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with
 limited variations by jurisdiction to constitute a uniform security instrument covering real property.

3578746

UNOFFICIAL COPY

My Commission Expires: 3-27-88
Notary Public
Seal: [Signature]

Witness my hand and official seal this 27th day of December 1987

they (he, she, they) executed said instrument for the purposes and uses therein set forth.
I, CHARLES N. BETHEL and LOLA J. BETHEL, his wife, personally appeared before me and he (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be their free and voluntary act and deed and that

STATE OF Illinois)
COUNTY OF Cook) SS: [Signature]

Property of Cook County Clerk's Office
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[Space Below for Acknowledgment]
Borrower: [Signature]
Borrower: [Signature]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- Adjustable Rate Rider
 Graduated Payment Rider
 Condominium Rider
 2-4 Family Rider
 Planned Unit Development Rider
 Others (specify)

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable boxes]

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time but not limited to, reasonable attorneys' fees and costs of title evidence, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.

CHICAGO TITLE INS
08.26.87
70622852

Case # 31951
No. 760000

UNOFFICIAL COPY

DECEMBER 17, 1986

A DEED WAS RECORDED AS DOCUMENT #33-32-659 AND A MORTGAGE RECORDED AS DOCUMENT #33 32 660 WITH MY NAME SPELLED MELVIN HORNEY. THIS WAS INCORRECT SPELLING FOR MY NAME.

THE CORRECT SPELLING SHOULD BE MELVIN HORNEIJ.

THIS AFFIDAVIT IS FOR THE REGISTRAR OF TITLES, WHOM WE WILL HOLD HARMLESS FOR ANY PROBLEMS THAT MAY OCCUR.

MELVIN HORNEIJ.

Melvin W. Horneij

Notarized
December 23, 1986
Lucille A. Zimm
expiration date - 1-24-87

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Form #5

03:70747

MARITAL STATUS AFFIDAVIT

3578747

STATE OF ILLINOIS)
COUNTY OF COOK) SS

MELVIN W. HORNEIJ being sworn on oath states that at the time he took title to the property described in Torrens Certificate of Title # 1400184 he was DIVORCED. Subsequent to that time he was married once (give marital status) and only ~~once~~ that marriage being to CLAIRE E. BARZYCKI and having taken place on 10/7/83 in the City of CHICAGO and State of ILLINOIS.
(date)
The legal description of the property described in Torrens Certificate of Title # 1400184 is as follows.

LOT 6 IN BLOCK 2 IN HASS AND ALMERS SUBDIVISION OF THE WEST 380.96 FEET OF LOT 4 OF COUNTY CLERKS DIVISION OF THE WEST HALF OF SOUTH EAST QUARTER OF SECTION 32 TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

*29-31413-009 (GHO)
18237 Dolacovich
Homewood, Ill 60430*

Affiant further states that he makes this affidavit to induce the Registrar of Titles, Cook County, Illinois to issue his Certificate of Title free and clear of all objections regarding marital status.

Subscribed and sworn to me by the said Melvin W. Horneij
this 23 day of DECEMBER, 19 86.

James E. Zeman
NOTARY PUBLIC
MY COMMISSION EXPIRES 1-24-87

SEAL

None aff. 0778 P

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Property of Cook County Clerk's Office

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Form #5

MARITAL STATUS AFFIDAVIT

STATE OF ILLINOIS)
COUNTY OF COOK) SS

CLARE E. HORNEIJ _____ being sworn on oath states that at the time She took title to the property described in Torrens Certificate of Title # 1400184 She was CLARE E. BARZYCKI _____. Subsequent to that time She was married ~~once~~ ^(give marital status) ~~and only once~~, that marriage being to MELVIN W. HORNEIJ _____ and having taken place on 10/7/83 _____ in the City of CHICAGO _____ and State of ILLINOIS _____.

The legal description of the property described in Torrens Certificate of Title # 1400184 _____ is as follows.

IN BLOCK TWO(2) ^{Lot 6} IN HAAS AND ALMER'S SUBDIVISION OF THE WEST 380.96 FEET OF LOT FOUR (4) OF COUNTY CLERK'S DIVISION OF THE WEST HALF (1/2) OF SOUTH EAST QUARTER (1/4) OF SECTION 31, TOWNSHIP 26 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

24-31-413-004
18237 Gottschalk
Homewood, Ill 60430

Affiant further states that She makes this affidavit to induce the Registrar of Titles, Cook County, Illinois to issue his Certificate of Title free and clear of all objections regarding marital status.

Subscribed and sworn to me by the said Clare E. Barzycki
Clare E. Horney
this 16TH day of DECEMBER, 19 86.

Deanna A. Zeman
NOTARY PUBLIC

MY COMMISSION EXPIRES 1/24/87

SEAL

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Cook County Clerk's Office

Property of Cook County Clerk's Office

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COOK COUNTY CLERK
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