UNOFFICIAL COPY

AFFIDAVIT OF LATE DELIVERY

The undersigned, on oath, nereby states and affirms as follows:

- 1. The undersigned is the attorney for Mary Lalowski.
- 2. Pursuant to a certain Marital Settlement Agreement dated December 26, 1986 and a certain Judgment for Dissolution of Marriage in case #86 D 2826, Mary Lalowski was to execute and deliver a Promissory Note for \$26,750.00, and a mortgage securing said note, to Anthony Lalowski.
- 3. The aforestid Note and Mortgage were inadvertently never prepared by the attorney who represented both Anthony and Mary Lalowski in the aforestid divorce case.
- 4. Mary Lalowski has, since December 26, 1985, continuously made payments of \$321.04 to Anthony Lalowski as required by the aforesaid Marital Sattlement Agreement, Divorce Decree and Promissory Note.
- 5. The undersigned has prepared the Promissory Note and Mortgage from Mary Lalowski to Anthony Lalowski which was contemplated by the aforesaid Marital Settlement Agreement and Divorce Decree. The undersigned dated the Note and Mortgage as of December 26, 1985 since Mary Lalowski has made payments to Anthony Lalowski since December 26, 1985 as if the Note had been executed then.

6. The Promissory Note and Mortgage are in full force and effect.

WHEREFORE, THIS AFFIDAUST IS MADE TO INCLUSE, THE CEGISTRAIL TO
ACCEPT SATO DOCUMENTS FOR REGISTRATE ON MAY

Michael J. Elliott

Subscribed and sworn to before me this 15th day

of March, 1988

Notary Public

OFFICIAL SEAL
SUSAN PERA-POWELL
MOTARY PUBLIC STATE OF ILLETONS
COMINISSION EXP. OCT. 7,1990

UNOFFICIAL COPY

Property or Coot County Clert's Office

THE THE STATE OF T

(CITY)

OR RECORDER'S OFFICE BOX NO. ...

·	GAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and ittness, are excluded:	3630300
THIS INDENTUR	E, made December 26, 1985, between	
Mary La	lowski, married to Anthony	 Manager and Antonio and Anton
Lalowsk		
4926 N. H	AND STREET) (CITY) (STATE)	
	AND STREET) (CITY) (STATE) s "Mortgagors," and Anthony Lalowski	(02)
	0.11 51-22 512-22 50-20	
1 <u>3220 N, 4</u>	Oth Place Phoenix, AZ 85032 AND STREET) (CITY) (STATE)	
	s "Mortgagee;" witnesseth:	Above Space For Recorder's Use Only
	EAS the Mortgagors are justly indebted to the Mortgagee upon the in	stallment note of even date herewith, in the principal sur
Twenty-Six	Thousand Seven Hundred Fifty and I	NO/100 DOLLA
(\$ 26,750.0	O payable to the order of and delivered to the Mortgagee, in an	d by which note the Mortgagors promise to pay the said princ
sum and interest at	the rate at μ installments as provided in said note, with a final payment	of the balance due on the day of
19, and all of sai	d principal m.d., rerest are made payable at such place as the holders of the	e note may, from time to time, in writing appoint; and in abs
of such appointmen	it, then at the office of the Mortgagee at 13220 N 40	rn Place - Phoenix, AZ 85032
NOW, THERE	EFORE, the Morigap or secure the payment of the said principal sum of	fmoney and said interest in accordance with the terms, provis
and limitations of the consideration of the	his mortgage, and the partormance of the covenants and agreements he sum of One Dollar in ham poid, the receipt whereof is hereby acknowled	rein contained, by the Mortgagors to be performed, and all ged, do by these presents CONVEY AND WARRANT unto
Mortgagee, and the	Mortgagee's successora and assigns, the following described Real Estate a	ind all of their estate, right, title and interest therein, situate, i
and being in the	City of Chica o county ofCo	OOK AND STATE OF ILLINOIS, to
		the state of the s
i		and the second
Lot	9 in the Subdivision of Lot 5 of 1	Lot 3 in Subdivision
of.	9 in the Subdivision of Lot 5 of 1 the South East 1/4 of the South Wes	st 1/4 of Section 7,
Tow	nship 40 North, Range 14. East of	the Third Principal
Mer	idian in Cook County, Illinois.	i <u>ka</u> kalendari kacamatan jarah baran dari baran bara
	14-07-3	15-028
Contract of the second	the state of the s	
* 1.1		
	rtgage is made pursuant to Article	
	settlement agreement dated Dec. 2.	
judgmen	t of dissolution of marriage, 86 D	2826 dated May 26, 1986.
		the second section of the second section section of the second section
which, with the prop	perty hereinafter described, is referred to herein as the "premises,"	
	vith all improvements, tenements, easements, fixtures, and appartenances uch times as Mortgagors may be entitled thereto (which are pledged primar	thereto be on an and all rents, issues and profits thereof fo
king and during all st all apparatus, equipt	ach times as Mortgagors may be entitled thereto (which are pledged prima) ment or articles now or bereafter therein or thereon used to supply heat, g ally controlled), and ventilation, including (without restricting the foregr	rily and on a pay ity y ith said real estate and not secondarily): as, air condition)', ,vv'er, light, power, refrigeration (whet
coverings, inador be-	ds, awnings, stoves and water heaters. All of the foregoing are declared to	she a nort of said real està e whether physically attached the
or not, and it is agre	ed that all similar apparatus, equipment or articles hereafter placed in thi tuting part of the real estate.	e premises by Mortga o s or their successors or assigns shall
TOHAVE AN	D TO HOLD the premises unto the Martingge, and the Martingeo's succ	cessors and assigns, forever for the purposes, and upon the
herein set forth, free	from all rights and benefits under and by virtue of the Homestead Exempereby expressly release and waive.	otion Laws of the State of the case, which said rights and bene
The name of a record	downeris: Mary Lalowski	
This mortgage o	consists of two pages. The covenants, conditions and provisions appearing and are a part hereof and shall be binding on Mortgagors, their heirs, succ	g on page 2 (the reverse side of this mort sage) are incorpora
Witness the han	and are a part nereat and shall be binding on morigagors, their neirs, succ id and seal of Mortgagors the day and year first above written.	cessors and assigns.
	(Seal)	Mary Lalouske 15
PLEASE		Mary Lalowski
PRINT OR TYPE NAME(S)		
BELOW SIGNATURE(S)	(Seal)	in the second of
310.1711 3112(0)		
State of Illinois, Cou	inty ofss.,	1, the undersigned, a Notary Public in and for said Cou
	in the State aforesaid, DO HEREBY CERTIFY that Mary	Lalowski de la company
runase	married to Anthony Lalowski	
MPRESS SEAL	personally known to me to be the same person whose na appeared before me this day in person, and acknowledged that_	
HERE		poses therein set forth, including the release and waiver of
	right of homestead.	participant of the state of the
Given under my hand	d and official seal, this day of	upper 100
Commission expires	4.6-118.4.66-46.	many
Chic instrument was	prepared by McMahon & Elliott-200 W. Ada	Notary Pui
,	(NAME AND ADDRESS)	The state of the s
Aail this instrument t	(NAME AND ADDRESS)	
	hand at unputed	

(STATE)

(ZIP CODE)

THE COVENANTS, CO (THE REVERSE SIDE OF THIS MORTGAGE):

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged of be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subord-nated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagors 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 the Mortgagore duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. In the event of the enactment after this dare of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgage's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
- 4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability inverted by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
- 6. Mortgagors shall here, all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and winds or under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing it some or to pay it full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable. It case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shrat diver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mo gagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any; and purchase, discharge, communise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection, therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien heres', sha'l be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right account of the Mortgagee on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby and orited relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office vittor, inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or the or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (') when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 10. 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 suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by 5 on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expenses which may be paid or incurred by 5 on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expenses which may be paid or incurred by 5 on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expenses which may be habstracts of the title carectes, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to atte as 5 ortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had purs ant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this pragar a mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at my nighest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate a my analytic proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding might affect the premises or the security hereof.
- 11. 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 costs and expenses incident to the foreclosure proceedings, including all such items as are remioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additions to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the noter of the any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which suc's complaint 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 solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the or mises or whether the same shall be then occupied as a homestead or not, and the Mortgage may be appointed as such receiver. Such period in sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net-income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure saie; (2) the deficiency in case of a sale and deficiency.
- 13. No estimator the enforcement of this lien or of any provision hereof shall be subject to any defense which would not be good and available to the party intercosing same in an action at law upon the note hereby secured.

 14. The Morgages shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

 15. The Morgages shall periodically deposit with the Mortgages such sums is the Mortgages may reasonably require for payment of taxe and assessments on the premise. No such depositionally the any interest.

 16. If the payment of said indebtedness or any part thereof be extended or variety or if any part of the security be released, all persons now or lat any time hereafter liable therefor or interested in said remises, shall be held to assert to such extension, variation or release, and their flability and the farm and all participation is held to discover the right of recourse against all such persons being expressly reserved by the Mortgage, no suith thereof by proper instrument upon payment and disabases of all interests.

 17. Mortgages shall release this mortgage and lien thereof by proper instrument upon payment and disabases of all interests.
- 17. Moltgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
- (18. This mortgage and all provisions hereof; shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the special tereby.

00 Ę Ġ