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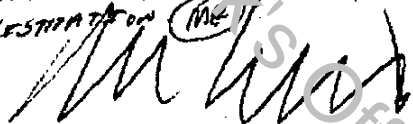
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AFFIDAVIT OF LATE DELIVERY

The undersigned, on oath, hereby 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 aforesaid Note and Mortgage were inadvertently never prepared by the attorney who represented both Anthony and Mary Lalowski in the aforesaid 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 Settlement 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 AFFIDAVIT IS MADE TO INCLUDE THE REGISTRATION TO ACCEPT SAID DOCUMENTS FOR REGISTRATION (M)

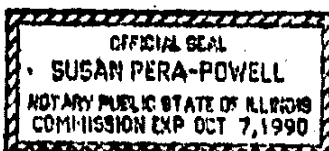


Michael J. Elliott

Subscribed and sworn to
before me this 15th day
of March, 1988.

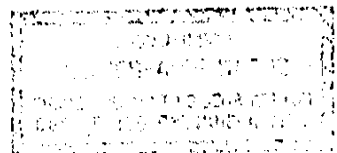


Notary Public



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Property of Cook County Clerk's Office



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3693960

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

THIS INDENTURE, made December 26, 1985, between
Mary Lalowski, married to Anthony
Lalowski

4926 N. Hoyne Ave. Chicago, IL 60625
(NO. AND STREET) (CITY) (STATE)
herein referred to as "Mortgagors," and Anthony Lalowski

13220 N. 40th Place Phoenix, AZ 85032
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of Twenty-Six Thousand Seven Hundred Fifty and No/100 DOLLARS (\$26,750.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the _____ day of _____, 19____, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 13220 N. 40th Place - Phoenix, AZ 85032

NOW, THEREFORE, the Mortgagors secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 9 in the Subdivision of Lot 5 of Lot 3 in Subdivision of the South East 1/4 of the South West 1/4 of Section 7, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

14-07-315-02 P
FCO

This mortgage is made pursuant to Article III Section C of the marital settlement agreement dated Dec. 23, 1985 incorporated in judgment of dissolution of marriage, 86 D 2826 dated May 26, 1986.

Affects 1/2 interest only

3693960

which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging; and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is: Mary Lalowski

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand . . . and seal . . . of Mortgagors the day and year first above written.

(Seal) Mary Lalowski (Seal)
Mary Lalowski

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

(Seal) _____ (Seal)

State of Illinois, County of Cook ss., I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Mary Lalowski married to Anthony Lalowski

IMPRESS SEAL HERE personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her 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 official seal, this 27th day of December 1985
Commission expires 12/31/89 19____

This instrument was prepared by McMahon & Elliott-200 W. Adams-#2500-Chicago, IL 60606
(NAME AND ADDRESS)

Mail this instrument to _____
(NAME AND ADDRESS)
(CITY) (STATE) (ZIP CODE)

OR RECORDER'S OFFICE BOX NO. _____

