

UNOFFICIAL COPY

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

03726519

AFFIDAVIT OF LATE DELIVERY

I, the undersigned, do hereby state and swear on oath as follows:

1. That I am the attorney for Michael Werniak and witnessed the signing of the mortgage and note dated September 3, 1987 concerning the below legally described property.

LOT NINE AND LOT 10 (EXCEPT THAT PART THEREOF TAKEN FOR HIGHWAY AS SHOWN IN DEED DOCUMENT NO. 3188357 (10) IN BLOCK ONE IN JAS. J. SMITH AND COMPANY SECOND ADDITION TO CLAIRMONT, SAID ADDITION BEING A SUBDIVISION OF LOT 3 IN ENGELLAND'S SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN.

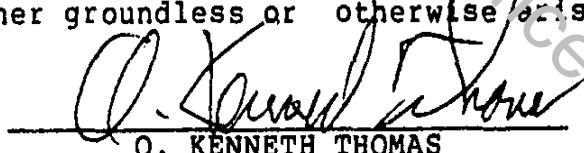
2. That such mortgage and accompanying note have been in my possession since execution.

3. That the mortgage was inadvertently recorded rather than registered.

4. That I make this affidavit to induce the Register of Titles to waive any objections as to the stale date of delivery.

5. That there has been no change in the marital status of the parties since the date of execution nor has there been any changes in the terms of the note or mortgage.

6. Now, therefore, affiant, his heirs and successors, at all times shall indemnify and save harmless the Registrar of Titles, Cook County, Illinois, against all loss or damage to him arising by reason of delay in registration of this mortgage and the registering the same on Torren's Certificate of Title #1423087 and in relation to the premises described therein, and all costs, charges, damages, and expenses, and all claims and demands of every kind and nature, actions, causes of action, suits and controversies, whether groundless or otherwise arising therefrom.


O. KENNETH THOMAS

SUBSCRIBED AND SWORN TO BEFORE ME THIS 26th DAY OF JULY, 1988.


Dawn Beck
NOTARY PUBLIC

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18. This mortgagor and all his successors, shall, except as provided in paragraph 19, and in the event of his/her death, his/her estate, or his/her heirs, shall, except as provided in paragraph 19, pay to the mortgagee all sums due under this mortgage, and to the mortgagee's expenses of collection, including attorney fees.

hearing, expressively exercised by the Mortgagee, and the lessor and the lessee shall continue to do so, so long as the right of reversion remains in the person of the Mortgagee, and thereafter until persons who have succeeded to the lessee's interest, and the Mortgagee, and their heirs and the lessee and the lessee's successors in title, shall exercise such rights as may be necessary to protect the interest of the Mortgagee.

15. The Master-agreement shall periodically deposit with the Mortgagor such sum as the Mortgagor may reasonably require for pay-
ment of taxes and assessments on the premises. No such deposit shall bear any interest.

13. No action for the enforcement of the lien or of any provision hereof shall be brought in any court of law upon the note herein before the expiration of three years from the date on which it would first become due, and no party impairing same in any action at law upon the note herein shall be liable to pay reasonable attorney's fees and costs to the party prevailing in such action.

which may be necessary at the time of sale and delivery in case of a sale and deficiency.

12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises which upon presentation of said premises to the court in which such receiver was appointed may be made available before the date set for the hearing of the application for the appointment of such receiver.

11. The procedures of all costs and expenses incident to the collection of any judgment or award, including attorney's fees, shall be determined and paid in accordance with the provisions herein set forth.

g. Mortgagors shall pay each item of undebated expenses incurred in connection with the making of any other agreement or instrument of principal or incidental to the note, or (v) when default shall occur and continue for three days in the performance of any provision of the Mortgagors herein contained.

8. The Merton package making any payment before the due date will be liable to pay interest on the amount outstanding till the date of payment.

by free, noncompulsory, nonwage insurance under policies issued on the principles of indemnity, and premiums paid by the insured.

2. At such times as the Director shall have such privilege or authority under the terms of the Note secured hereby or under the terms of this instrument as may be provided in said note.

3. In the event of the enactment of any law of the nature of the Finance Act, deducting from the value of land for the purpose of taxation any part of the taxes or assessments of charges or rents heretofore required to be paid by mortgagors, or the payment of collection of taxes, so as to affect this mortgagee or the mortgagors, interested in the property, or the manner of collection of taxes, to the taxation of which they may be liable, in any way, the market value of such property, by notice in writing given to the mortgagors, to declare all of the improprieties secured hereby to be and become due and payable thirty (30) days from the giving of such notice.

2. Mortgagors shall pay before any penalty charges all expenses when due, and shall upon written request, pay special taxes, and shall upon written request, furnish to the mortgagor duplicate assessments which may desire to contest.

may become damaged or destroyed; (1) promises now or improvements now or in good condition and capable without free from other losses or claims for damages for depreciation, restoration or replacement, except as required by law or municipal ordinance.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THE MORTGAGE).