

# UNOFFICIAL COPY

STATE OF ILLINOIS)  
) SS  
COUNTY OF C O O K)

0 3 7 2 6 5 1 9

## 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.

  
\_\_\_\_\_  
NOTARY PUBLIC

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

DEPT-01 RECORDING \$11.25

#0800 # 4 \* 08-125734  
7#1111 TRM 0525 04/27/88 12 18:00

86125734

3726619

8 6 1 2 5 7 3 4

FORM NO. 103  
April, 1980

THIS INDENTURE, made March 28 1986 between  
KENNETH GRIFFIN, a bachelor, of

13426 South Homan Ave., Robbins, Illinois

and herein referred to as "Mortgagors," and  
MICHAEL WERNIAK, of

11021 South McVicker, Chicago Ridge, IL

(NO AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee," whencesh:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of  
\$15,000.00 (Fifteen Thousand Dollars) 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 XX day of XXXXXXXXXX,  
19XX, 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

NOW, THEREFORE, the Mortgagors to 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, 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, situated, lying  
and being in the Village of Robbins COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

3726619

LOT NINE (9) --- (10)

LOT TEN (except that part thereof taken for

highway as shown in Deed Document No. 3188357---(10)

In Block One (1), in Jas. J. Smith and Company's Second Addition  
to Clairmont, said addition being a subdivision of Lot 3 in  
Engelard's Subdivision of the East Half (1/2) of the South  
East Quarter (1/4) of Section 35, Township 37 North, Range 13,  
East of the Third Principal Meridian.

LOT 9  
LOT 10

24-35-412-092-0000  
- 04300

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which, with the property hereinafter described, is referred to herein as the "premises,"  
TOGETHER with all improvements, incements, easements, fixtures, and appurtenances thereto belonging, and all tents, issues, and profits thereof for so  
long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and of a priority 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, power, light, power, refrigeration (whether  
single units or generally controlled), and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, floor  
coverings, mats, beds, awnings, awes 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, for use 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: KENNETH GRIFFIN  
This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of the 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.  
The terms of the Installment Note secured by this instrument are incorporated herein.

PLEASE PRINT OR TYPE NAMES BELOW  
SIGNATURE(S) (Seal)  
State of Illinois, County of Cook  
in the State of Illinois, DO HEREBY CERTIFY that \_\_\_\_\_ whose name is subscribed to the foregoing instrument,  
personally known to me to be the same person as \_\_\_\_\_ who appeared before me this day in person, and acknowledged that he signed, sealed, sealed and delivered the said instrument as  
his right of homestead, free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the  
Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_ 1986  
Commission expires \_\_\_\_\_

(NAME AND ADDRESS)  
O. KENNETH THOMAS, LTD., 12810 South Western Ave., Blue Island, IL 60406  
O. KENNETH THOMAS, LTD., 12810 S. Western Ave., Blue Island, IL 60406

(CITY) (STATE) (ZIP CODE)

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OR RECORDER'S OFFICE BOX NO. 6

