

UNOFFICIAL COPY

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MORTGAGE

THIS INDENTURE, made this 16th day of January, 1989, between ROSCOE S. HARRELL AND CONNIE FREEMAN, HUSBAND AND WIFE, Mortgagors, and WECO CREDIT UNION, a corporation existing under the laws of the State of Illinois, Mortgagee.

WITNESSETH: That whereas the Mortgagor justly indebted to the Mortgagee, as is evidenced by a certain installment note executed and delivered by the Mortgagor, in favor of the Mortgagee, and bearing even date herewith, in the principal sum of THIRTY THOUSAND AND NO/100 Dollars (\$30,000.00) payable with interest at the rate of TWELVE per centum (12.0%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office at 1700 Hawthorne Lane, West Chicago, Illinois, or at such other place as the holder may designate in writing, and delivered or mailed to the Mortgagor; the said principal and interest being payable in monthly installments of FOUR HUNDRED THIRTY AND 49/100 Dollars (\$430.49) beginning on the last day of January, 1989 and continuing on the last day of each month thereafter until the note is fully paid, except that the final payment of principal and interest, if not paid sooner, shall be due and payable on the last day of December 1998. Notwithstanding the foregoing, the Mortgagee shall have the right to call the loan at any time, at its sole discretion, after default or breach of any condition herein.

WITNESSETH: That notwithstanding anything herein to the contrary, the following shall control:

- (1) The Mortgagee may, pursuant to the Installment Note executed the 16th day of January, 1989, advance additional principal to Mortgagor and extend the final payment due date.
- (2) The maximum principal amount hereunder shall never exceed the sum of \$30,000.00.
- (3) Future advances under the terms hereof shall have the priority over all other liens as does the original loan.
- (4) All future advances hereunder must be made within ten (10) years after the date hereof.
- (5) Mortgagee agrees to pay all expenses, including recording charge, to release the mortgage when it no longer secures the line of credit.

NOW, THEREFORE, the said Mortgagor, to secure the payment of said principal sum of money and said interest and the performance of the covenants and agreements herein contained, including any advances of principal and interest hereunder, does by these presents MORTGAGE and

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WARRANTY to the Mortgagee, its successors or assigns, the following described real estate, lying and being in the County of Cook, State of Illinois, to-wit:

LOT FIFTEEN (15) IN HOLTON'S SUBDIVISION OF THE EAST HALF (1/2) OF LOT TWO (2) OF HENRY C. WILSON'S SUBDIVISION OF THE NORTH HALF (1/2) OF THE EAST TEN (10) ACRES OF THE WEST HALF (1/2) OF THE EAST HALF (1/2) OF THE NORTHWEST QUARTER (1/4) AND THE NORTH HALF (1/2) OF THE EAST HALF (1/2) OF THE EAST HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION 17, TOWN 39, NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 337 FEET THEREOF)

PERMANENT INDEX NO. 16-17-106-030

COMMONLY KNOWN AS: 545 S. Humphrey, Oak Park, Illinois 60304

TOGETHER with all improvements, tenements, hereditaments and appurtenances thereto belonging, and all rents, issues and profits thereof, and all apparatus, equipment, articles, improvements or fixtures used thereon, including (but not limited to) all heating, air conditioning, gas, plumbing and electrical fixtures. All of the foregoing are declared to be a part of said real estate, and are a portion of the security for the indebtedness herein.

TO HAVE AND TO HOLD, 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 said Mortgagor does hereby expressly release and waive.

THE SAID MORTGAGOR covenants and agrees as follows:

(1) To pay said indebtedness, and the interest thereon as herein and in said note or notes provided, or according to any agreement extending additional principal, interest and time of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the Mortgagee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and second, to the Mortgagee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable; (7) the Mortgagor shall not convey its title or interest to or in all or any part of the mortgaged premises without the written consent of the Mortgagee.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the Mortgagee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the Mortgagor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 12.0 per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at 12.0 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

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IT IS AGREED by the Mortgagor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof - including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree - shall be paid by the Mortgagor; and the like expenses and disbursements, occasioned by any suit or proceedings wherein the Mortgagee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Mortgagor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Mortgagor for the Mortgagor and for the heirs, executors, administrators and assigns of the Mortgagor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Mortgage, the court in which such complaint is filed, may at once and without notice to the Mortgagor, or to any party claiming under the Mortgagor, appoint a receiver to take possession or charge, of said premises with power to collect the rents, issues and profits of the said premises.

IT IS FURTHER AGREED that the Mortgagor shall have the privilege of prepaying the principal sum in whole or in part at any time from the date hereof.

THIS MORTGAGE is subject and subordinate to a mortgage on the above real estate, given by ROSCOE S. HARRELL AND CONNIE FREEMAN, TO HINSDALE FEDERAL SAVINGS AND LOAN, dated December 2, 1977 to secure a payment of \$42,800.00 dollars and interest, recorded in the office of the Recorder of Deeds of Cook County, Illinois on January 5, 1978, as Document 29-91-547.

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of gender shall include all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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WITNESS the hand and seal of the Mortgagor, the day and year first written.

Roscoe S. Harrell

 ROSCOE S. HARRELL

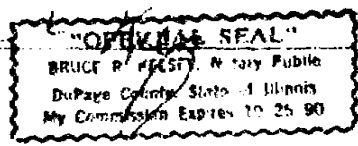
Connie Freeman

 CONNIE FREEMAN

STATE OF ILLINOIS)
) SS.
 COUNTY OF DU PAGE)

I, Bruce R. Kelsey, a notary public, in and for the county and state aforesaid, do hereby certify that ROSCOE S. HARRELL AND CONNIE FREEMAN, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 Notarial Seal this 16th day of January, A.D., 1989.



PREPARED BY AND RETURN TO:
 LAW OFFICES OF BRUCE R. KELSEY
 200 High Street
 West Chicago, Illinois 60185
 (312) 231-1580

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Submitted by: [unclear]
Address of: [unclear]
14 APR 05
[unclear]

Address: [unclear]
Name: Kelly

Bruce R Kelly
PO Box 192
200 Hick
West Chicago, Ill
60185

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EP O Mail

RELEASE DEED

A 217 H 12 73

THE ABOVE SPACE FOR P.O. STAMPS USE ONLY

KNOW ALL MEN BY THESE PRESENTS That CHICAGO TITLE AND TRUST COMPANY, a corporation of the State of Illinois, as Trustee

in consideration of one dollar, and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby release, convey and quit-claim unto

Delbert R. Peters and Viola R. Peters, his wife,

the heirs, legal representatives (or if a corporation, its successors) and assigns, all the right, title, interest, claim, or demand whatsoever which the grantor may have acquired in, through or by a certain Trust Deed, recorded in the Recorder's Office (or if the property is registered, filed in the Registrar's Office) of Cook County, in the State of Illinois, as Document Number LP 30 86 370,

to the premises situated in the County of Cook, State of Illinois, described as follows, to-wit:

Part of ...

together with all the appurtenances and privileges thereto belonging or appertaining.

IN WITNESS WHEREOF, Said CHICAGO TITLE AND TRUST COMPANY, as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and attested by its Assistant Secretary, and its corporate seal to be hereto affixed.

Date: December 23, 1988

CHICAGO TITLE AND TRUST COMPANY
as Trustee as aforesaid.

By *[Signature]* Assistant Vice President

Attest *[Signature]* Assistant Secretary



LEGAL FOLLOW'S MORTGAGE 8

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FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER OF DEEDS IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED.

STATE OF ILLINOIS,) SS.
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

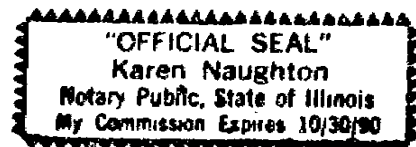
Given under my hand and Notarial Seal

12/23/88

[Signature]
Notary Public

DELIVER INSTRUCTIONS
NAME American National Bank
STREET 4115 Ridge Road
CITY Lansing, IL
OR
RECORDER'S OFFICE BOX NUMBER 533

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE



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IDENTIFIED NO.	SEARCHED INDEXED SERIALIZED FILED
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APR 14 1973
CLERK OF COURTS
COOK COUNTY
CHICAGO, ILL.

Handwritten signature

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ITEM 1

Unit 203 as described in survey delineated on and attached to and a part of a Declaration of Condominium Ownership registered on the 30th day of April, 1973 as Document Number 2688644.

ITEM 2

An undivided 3.05% interest (except the Units delineated and described in said survey) in and to the following Described Premises:

Lot Four (4) , in Holiday Terrace, being a Subdivision of part of Lot 1 and part of Lot 2 in the Subdivision of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) and the South Half (1/2) of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) (except the North 8 rods of the East 80 rods of the South Half (1/2) of the Northeast Quarter (1/4) of the Southeast Quarter (1/4), all in Section 25, Township 36 North, Range 14, East of the Third Principal Meridian, according to Plat of said Holiday Terrace registered in the Office of the Registrar of Titles of Cook County, Illinois, on August 14, 1964, as Document Number 2166228.

2304 Holiday Court, Lansing, IL 60478

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