

UNOFFICIAL COPY

03313168

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NON - HOMESTEAD AFFIDAVIT (FOR USE IN TORRENS TRANSACTIONS)

REVISED 4/86 HGL

I/We, Colman Connolly, Aidan Brogan and Patrick J King, being the title holder(s) to the property registered on Certificate Number _____ Volume _____, Page _____, in the Office of the Registrar of Titles, Cook County, Illinois, and being married to Eva Connolly, Ann M Brogan and Noreen King

STATE(S):

(1) That the property herein is not homestead property.

(2) (a) That the property herein is held and used, _____ for investment

(insert general purposes; Industrial, Investment, Commercial)

and is (2) (b) Vacant/developed with single family home

(3) That no proceeding is now pending or contemplated by affiant, nor does affiant know or believe that any proceeding is contemplated by the spouse of same under the Dissolution of Marriage, Ill. Rev. Stat., Ch. 40, § 01, et seq.

(4) That neither affiant(s) nor the spouse(s) of same is/are residing on said premises.

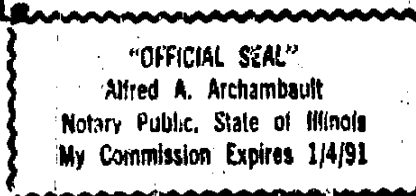
This affidavit is made to induce the Registrar of Titles to accept a certain deed of conveyance effecting said property without the signature(s) of the spouse(s); Said affiant(s) agree(s) to save harmless the Registrar of Titles from any loss, claim, damage and expenses related hereto sustained by acceptance of the said deed and waiving any objection as to homestead rights.

Subscribed and sworn to before me this 27 day of July A.D. 19 88.

X Eva Connolly
X Noreen King
X Ann Brogan

(SEAL)

Alfred A. Archambault
Notary Public



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LOT 44 IN ELDRED'S RESUBDIVISION OF LOTS 1, 2, 4, 5, 13 TO 27 INCLUSIVE, OF
ELDRED'S MENTROSE AVENUE SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST
1/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH,
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,
COMMONLY KNOWN AS 4307 N. MELVIN, CHICAGO, ILLINOIS 60630.
PERMANENT INDEX # 13-17-393-016-000

Property of Cook County Clerk's Office

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(Individual Form)

3813168
Loan No. 01-46695-04

THE UNDERSIGNED,

COLMAN CONNOLLY, HARRIED TO EVA CONNOLLY and AIDAN BROGAN, HARRIED TO ANN M BROGAN
AND **PATRICK J. KING, HARRIED TO MOREEN KING**
VILLAGE OF HANTHORN WOODS
County of LAKE State of ILLINOIS

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to

CRAGIN FEDERAL BANK FOR SAVINGS

a corporation organized and existing under the laws of the UNITED STATES OF AMERICA

hereinafter referred to as the Mortgagee, the following real estate in the County of COOK

in the State of ILLINOIS to wit:

LOT 44 IN ELDRED'S RESUBDIVISION OF LOTS 1, 2, 4, 5, 13 TO 27
INCLUSIVE OF ELDRED'S MONTROSE AVENUE SUBDIVISION OF THE WEST
1/2 OF THE NORTHWEST 1/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF
SECTION 17, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS
4307 N. MELVINA, CHICAGO, ILLINOIS 60630.
PERMANENT INDEX #13-17-303-016-0000

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter thereon or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, green doors, door beds, awnings, stoves and water heaters (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises, which are hereby pledged, assigned, transferred and conveyed unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD: said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereunto belonging, unto said Mortgagor, agree forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any state, which said rights and benefits said Mortgagee does hereby release and waive.

TO SECURE

(1) for the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing date herewith in the principal sum of **ONE HUNDRED TWENTY-THREE THOUSAND AND NO /100** Dollars or **\$23000.00** which Note is payable

_____ Dollars

for seventeen months next thereafter succeeding and a final payment of the unpaid balance of the principal sum together with all the earned and unpaid interest thereupon and all costs, advances, expenses and penalties, if any, which may have accrued thereupon on or before the first day of DECEMBER, 1990.

(2) any advances made by the Mortgagee to the Mortgagor, or its successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note (together with such additional advances, in a sum in excess of **ONE HUNDRED FORTY-SEVEN THOUSAND SIX HUNDRED AND NO /100** Dollars or **147600.00** provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced or protect the security, or in accordance with covenants contained in the Mortgage.

(3) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

THE MORTGAGOR COVENANTS:

(1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, sewer service charges, and condominium assessments against said property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such liens extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and (such other hazards as the Mortgagee may require to be insured against); and to provide public liability insurance, and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the

Handwritten notes on the left margin.

NOTE IDENTIFIED

Handwritten initials 'MB' in the top right corner.

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Property of Cook County Clerk's Office

3813168

MORTGAGE

CONNOLLY, BROGAN

KING

3813168

3813168

GRAIN FEDERAL BANK FOR SAVINGS

Submitted by _____

Address _____

PROPERTY OF _____

14307 N. WELLS ST.

CHICAGO, ILLINOIS 60634

TRUSTEES DUPLICATE

LOCAL _____

PROPERTY _____

NUMBER _____

Address _____

Plotted _____

PARCELS

12/17/87
Box 411

UNOFFICIAL COPY

statutory period during which it may be exercised. Mortgages shall however, have the effect of a lien in favor of the mortgagee at any time to cause to loan or to abandon possession of said premises without affecting the lien of the mortgage. Mortgages shall have all the force and effect of a mortgage made without this paragraph. No suit shall be sustainable against Mortgagee based upon or in violation of provisions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

K. That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and fix it and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof.

L. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether created by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or in said obligations contained shall hereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the contract hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

IN WITNESS WHEREOF, this mortgage is executed, sealed and delivered this 20TH

day of JUNE, A.D. 19 89

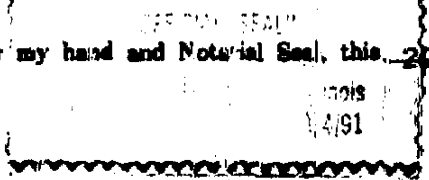
Colman Connolly (SEAL) *Aidan Brogan* (SEAL)
COLMAN CONNOLLY, AIDAN BROGAN
Patrick J. King (SEAL) (SEAL)
PATRICK J. KING

STATE OF ILLINOIS

Cook ss. I, The Undersigned, a Notary Public in
COUNTY OF Cook

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT COLMAN CONNOLLY, MARRIED TO EVA CONNOLLY, AND AIDAN BROGAN, MARRIED TO ANN M. BROGAN and PATRICK J. KING, MARRIED TO KAREN KING, 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 all rights under any former deed, contract, agreement or laws.

GIVEN under my hand and Notarial Seal, this 20TH day of JUNE, A.D. 19 89



Alfred A. Ashabout
Notary Public

3813168

MY COMMISSION EXPIRES

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS
OF CRAGIN FEDERAL BANK FOR SAVINGS, MEMPHIS, ILLINOIS 60639
5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

It is understood, agreed and assumed that the interest on each disbursement shall be computed and shall be payable from the actual date on which such disbursement or respective advance of the proceeds of the loan, evidenced by the note secured by this mortgage, was made by the association from time to time during the progress of the construction of the building situated upon the premises herein described all in conformity with the rules and regulations of the association, applicable to governing and controlling loans currently in force or which may be adopted hereafter in said respect.

