

UNOFFICIAL COPY

The said mortgagee does covenant and agree with the said mortgagor to pay promptly when due, all taxes and assessments legally levied and accruing upon the said premises and any and all other liens thereon, and upon request to exhibit receipts therefor, to the said mortgagor and to keep the buildings and improvements upon said premises in good repair during the full period of the lien hereby created, and deliver the insurance policies to the said mortgagor and to keep the buildings and improvements upon said premises insured in reputable insurance companies for the benefit and security of the owner of said indebtedness for the value of such building and improvements during the full period of the lien hereby created, and deliver the insurance policies to the said mortgagor and to keep the buildings and improvements upon said premises insured in reputable insurance companies for the benefit and security of the owner of said indebtedness for the value of such building and improvements during the full period of the lien hereby created, and deliver the insurance policies to the said mortgagor and to keep the buildings and improvements upon said premises in good repair during the full period of the lien hereby created.

The said mortgagor does covenant and agree with the said mortgagee that he is well seized of the premises above conveyed, as of a good and indefeasible inheritance in the law in fee simple; that the said premises are clear of all taxes, and assessments now due and of all other liens and incumbrances whatsoever, and will WARRANT AND FOREVER DEFEND the same.

(Subject to all legal highways upon said premises) situated in the city of Niles and State of Illinois: Hereby releasing and waiving all rights under, and by virtue of the Homestead Exemption Laws of this State.

Mortgage made by Scott McMurry and Cheryl A. McMurry to Norwest Mortgage, Inc. and recorded 12/26/85 as Document #3481843 to secure an indebtedness in the amount of \$68,500.00 and assigned to: GMAC Mortgage Corporation of Iowa and recorded 6/21/89 as Document #3803733.

This mortgage is junior and subsequent to:

This (is) (was) Homestead Property.

8839 Washington, Niles, IL. 60648

Pin# 09-13-319-110

See attached**

hereinafter called (indifference) principal sum to _____ mortgagors _____ in hand paid the receipt of which is hereby acknowledged, do hereby convey and warrant unto the said mortgagee the following described real estate, with the building and improvements thereon and everything appertaining thereto, including all rents, issues and profits arising or accruing therefrom in any manner whatsoever, to wit:

NINE THOUSAND FOUR HUNDRED NINETY SEVEN AND 00/100-----DOLLARS

WITNESSETH, That the mortgagor for and in consideration of the sum of (\$ 9497.00-----)

City of Schaumburg, County of Cook and State of Illinois party of the second part hereinafter call mortgagor.

of the first part hereinafter called mortgagor and AMERICAN FAMILY FINANCIAL SERVICES, INC. of the

of the city of Niles _____ Cook _____ County, Illinois, parties

wife

A.D. 19 89 _____ between Adam Ritzos and Helen Ritzos, husband and

September _____ day of _____ 28th

THIS INDENTURE MADE THIS _____

MORTGAGE WITH HOMESTEAD WAIVER

Recorder of Deeds

County, Illinois _____ at _____ o'clock _____ M.

Document No. _____ filed for Record in Recorder's office of _____

3833591

3833591

Property of Cook County Clerk's Office

NOTE IDENTIFIED



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In case of neglect or refusal of said mortgagor to insure said buildings and improvements and deliver the fire insurance policies to the said mortgagee or to pay the taxes and assessments, the owner of said indebtedness or any part thereof may procure and pay for such insurance and pay the taxes and assessments, and all money so paid with interest thereon at the rate of _____ per cent per annum shall become additional indebtedness against the said mortgagor and the payment thereof shall be secured by this mortgage equally in every respect with the said original indebtedness.

In case of filing a bill to foreclose this mortgage, the Court may at any time before a sale, upon request appoint a receiver with power to collect the rents, issues and profits arising or accruing from said premises and out of such rents, issues and profits such receiver may pay all taxes and assessments accruing or past due, all insurance, and all necessary repairs to, and maintenance of said premises during the full period of such receivership, and the balance, if any, shall be reported to, and disbursed as directed by the Court. The said mortgagor does hereby covenant and agree to surrender the said premises peaceably on demand to any receiver that may be appointed by the Court.

In case of filing a bill to foreclose this mortgage, the said mortgagor does hereby covenant and agree to pay all reasonable attorney's fees and all costs and expenses incurred in and about such foreclosure suit, including all expenses for continuing abstracts of title to said premises; and the same shall become additional indebtedness against the said mortgagor and the payment thereof shall be secured by this mortgage equally in every respect with the said original indebtedness.

In case of any other suit or legal proceedings wherein the said mortgagee or the owner of said indebtedness or any part thereof shall be made a party thereto by reason of this mortgage, then the reasonable attorney's fees for services in any such suit or legal proceedings shall become additional indebtedness against the said mortgagor and the payment thereof shall be secured by this mortgage equally in every respect with the said original indebtedness.

Provided always that if the said mortgagor shall well and truly pay or cause to be paid to the said mortgagee or to the owner of said indebtedness, the principal sum of **NINE THOUSAND FOUR HUNDRED NINETY SEVEN AND 00/100 DOLLARS (\$9497.00)**

Unless the provisions of this agreement otherwise require, words importing the masculine gender shall include the feminine, words importing the singular number shall include the plural, and words importing the plural shall include the singular.

This Mortgage Note shall be due and payable if the property subject to this mortgage is conveyed away or if title thereto shall be vested in any other.

The East 19.50 feet of the West 126.10 feet of Lot Twelve (12) (as measured along the South line thereof, the East line and West line of said tract taken at right angles to the South line of said LOT TWELVE----- (12)

In Niles Terrace Fourth Addition, being a Subdivision of part of the West 542.47 feet of the South Half (1/2) the Southwest Quarter (1/4) of Section 13, Township '41' North, Range 12, East of the Third Principal Meridian, according to plat whereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on March 25, 1959, as Document Number 1851.07-- **3833594**

All of the covenants and agreements herein contained shall extend to and be binding upon all of the parties hereto, their and each of their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the said mortgagor has hereunto set his hand and seal on the day and year first above written.

Adam Rizo (SEAL)

Helen Rizo (SEAL)

This instrument drafted by James F. Strother, Atty at Law
P.O. BOX 7430
Madison, WI 53783-0001

STATE OF ILLINOIS, I, the undersigned, a Notary Public, in and for said County and State aforesaid.
Cook COUNTY, SS. DO HEREBY CERTIFY THAT Adam Rizo and Helen Rizo,
husband and wife

who is personally known to me to be the same person whose name subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his 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, at Mount Carmel, Illinois this 28th day of September A.D. 19 89

My Commission Expires 5/17/91 _____ Notary Public

OFFICIAL SEAL
MARY F. MARINO
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAY 17, 1991

Retained to: American Family Financial Services, Inc. 81 130 895
1501 Woodfield Road, Suite 1100
Deerfield, Illinois 60015

Submitted by: _____
Indexed: _____
Premises: _____
Delivered to: _____
Address: _____
Date: 3833594
County: _____
Notary: _____
American Family
1501 Woodfield Rd.
Suite 1100
Deerfield, IL 60015