

UNOFFICIAL COPY

MB

RESULT OF SEARCH:

INTENDED GRANTEE OR ASSIGNEE:

766585
1010888

CADSWORTHY BROS
111 N. WABASH ST.
CHICAGO, ILL. 60602

1992 JUN 17 AM 10:56

COOK COUNTY RECORDER

John F. Walter

John F. Walter

RESULT OF SEARCH:

John F. Walter
James C. Walter

PRESENT PARTIES IN INTEREST:

STATUTORY FEDERAL TAX LIEN SEARCH

DATE OF SEARCH:

DOCUMENT NO. 1319438

UNOFFICIAL COPY

Lagrange Federal Savings and Loan Association
One N. Grand Street, LaGrange, Ill. 60525

This instrument was prepared by and please mail to:
H. M. Labrey, Vice President
Notary Public

STATE OF ILLINOIS
COUNTY OF COOK
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT
and my said Co-Notary, in the State aforesaid, DO HEREBY CERTIFY THAT
generally known to the public and
a corporation, and
that no such officers they signed and delivered the said instrument and used the corporate seal of said corporation and used the corporate seal of said corporation to be affixed thereto, pursuant
to authority, given by the Board of Directors of said corporation, and the said corporation, and the said corporation, and the said corporation, and the said corporation, and the said corporation, and the said corporation,
thereby set forth
GIVEN under my hand and Notarial Seal, this _____ day of _____, 19____

My Commission Expires Feb. 10, 1983
Notary Public, State of Illinois
My Commission Expires: _____
February 10, 1983

GIVEN under my hand and official seal, this 13th day of January, 1990
signed, sealed and delivered the said instrument as aforesaid, for the use and purpose therein set forth, including the release and waiver of the right
personally known to me to be the same person whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT
John R. Walter and Jeanne C. Walter

STATE OF ILLINOIS
COUNTY OF COOK

ATTEST:

not personally but as Trustee aforesaid
Trust
Individuals
X John R. Walter
X Jeanne C. Walter
Borrower
Borrower

IN WITNESS WHEREOF, Borrower(s) have executed this Mortgage
The Note secured by this Mortgage shall be construed as creating any liability on
personally to
pay said Note or any interest thereon or any indebtedness accruing hereunder or to perform any covenants or obligations herein contained, all such liability,
if any being expressly waived, and if any recovery on this Mortgage and the Note secured hereby shall be solely against and out of the Premises hereby conveyed by enforcement of
the provisions hereof and of said Note, and this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Note
10. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors, heirs, legatees, devisees and assigns of Lender
and Borrower. All covenants and agreements of Borrower (or Borrower's successors, heirs, legatees, devisees and assigns) shall be joint and several. Any Borrower who co-signs
this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to encumber the Borrower's interest in the Premises under the lien and terms of this Mortgage
and to release homestead rights, if any; (b) is not personally liable on the Note or under the Mortgage, and (c) agrees that Lender and Holder of the Note and any other Borrower
hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of the Mortgage or the Note, without that Borrower's consent and
without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Premises.
11. Lender has no duty to examine the title, location, extension or condition of the Premises, nor shall Lender be obligated to record the Mortgage or to exercise any power herein
given unless expressly obligated by the terms hereof, nor be liable for any act or omission hereunder, except in case of its own gross negligence or misconduct or that of the agents
or employees of Lender, and it may require independent satisfactory title to it before exercising any power herein given.
12. Lender shall release this Mortgage and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by the Mortgage has
been fully paid; and Lender may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to
Lender the Note representing that all indebtedness hereby secured has been paid, which representation Lender may accept as true without inquiry.
13. Lender or the holder of the Note shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.
14. The Note secured hereby is not assumable and is immediately due and payable in full upon transfer of title or any interest in the premises given as security for the Note
retained above, or transfer or assignment of the Land Trust executing this Mortgage in addition, if the premises is sold under Articles of Agreement for
deed by the present title holder or any beneficiary of a title holding Trust, all sums due and owing hereunder shall become immediately due and payable.
15. Any provision of the Mortgage which is unenforceable or is invalid or contrary to the law of the United States or the inclusion of which would affect the validity, legality or
enforcement of the Mortgage, shall be of no effect, and in such case all the remaining terms and provisions of this Mortgage shall subsist and be fully effective the same as though
no such invalid portion had ever been included herein.
16. If this Mortgage is executed by a Trust
N/A
N/A
The Note secured by this Mortgage shall be construed as creating any liability on
personally to
pay said Note or any interest thereon or any indebtedness accruing hereunder or to perform any covenants or obligations herein contained, all such liability,
if any being expressly waived, and if any recovery on this Mortgage and the Note secured hereby shall be solely against and out of the Premises hereby conveyed by enforcement of
the provisions hereof and of said Note, and this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Note