

# UNOFFICIAL COPY

AFFIDAVIT OF LATE DELIVERY

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1. the undersigned do hereby state and swear on oath as follows:

1. That we are the <sup>assignee of</sup> mortgagee in the mortgage dated 8-23-89 from Barbara Sue Lee for a certain parcel of real estate commonly known as 8133 S Dante.  
Legal description:

LOT 34 IN BLOCK 3 IN WHITE AND COLEMAN'S STONY ISLAND BOULEVARD RESUBDIVISION A SUBDIVISION OF THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 8133 South Dante Chicago, Illinois

3919299

PERMANENT TAX NO.: 20-35-221-010

2. That at the time said mortgage was in our exclusive possession and control and in that of no other.

4. That said mortgage is still a viable instrument.

5. That I make this affidavit to induce the Registrar of Titles to waive any objections as to the state date of delivery.

6. Now, therefore, affiant, his/her heirs and/or 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 of same on the Torrens Certificate of Title # 1718509 and in relation to 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.

3919299

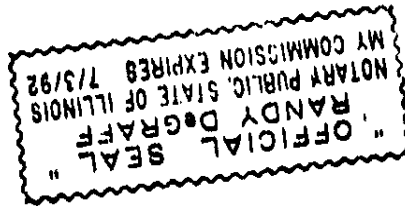
Subscribed and Sworn to before me this 15th day of Oct, 1991

Notary Public



# UNOFFICIAL COPY

0 3 9 1 9 2 9 9



Subscribed and Sworn to  
before me this 15th day of  
August, 1992  
Notary Public

\_\_\_\_\_  
\_\_\_\_\_  
Property of Cook County Clerk's Office

3019299

6. Now, therefore, affiant, his/her heirs and/or 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 of same on the Torrens Certificate of Title # 1718508 and in relation to 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 groundsless or otherwise arising therefrom.
5. That I make this affidavit to induce the Registrar of Titles to waive any objections as to the state date of delivery.
4. That said mortgage is still a viable instrument.
3. That at all times said mortgage was in our exclusive possession and control and in that of no other.
2. That said mortgage was inadvertently never filed at the Office of Registrar of Titles of Cook County, Illinois.

AFFIDAVIT OF LATE FILED ATTORNEY

THIS INDENTURE made August 23 1989 between  
Barbara Jean Yates, divorced and not  
since remarried

3019299

8133 S. Dante Chicago Illinois  
 (INC AND STREET) (CITY) (STATE)

herein referred to as "Mortgagor," and  
Budget Construction Co.

6307 N. Pulaski Rd. Chicago Illinois  
 (INC AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee," witnesseth

Above Space For Recorder's Use Only

THAT WHEREAS the Mortgagor are justly indebted to the Mortgagee upon the Retail Installment Contract dated  
August 23 1989 in the sum of Forty Nine Thousand Two Hundred Eighty Four  
and 00/100 DOLLARS

(49,284.00) payable to the order of and delivered to the Mortgagee, in and by which contract the Mortgagor promise  
 to pay the said sum in 12 installments of \$410.70 each beginning 12-9  
1989 and a final installment of \$410.70 payable on 11-9  
1994 and all of said indebtedness is made payable at such places as the holders of the contract may, from time to time, in writing appoint, and in  
 the absence of such appointment, at the office of the holder at Union Mortgage Company Inc.  
Lombard, Illinois

NOW, THEREFORE, the Mortgagor to secure the payment of the said sum in accordance with the terms, provisions and limitations of this  
 mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, 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, situate, lying and being in the City of Chicago COUNTY OF  
Cook AND STATE OF ILLINOIS to wit:

**LOT 34 IN BLOCK 9 IN WHITE AND COLEMAN'S STONY ISLAND BOULEVARD RESUBDIVISION  
 A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION  
 35, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN  
 COOK COUNTY, ILLINOIS.**

COMMONLY KNOWN AS : 8133 South Dante Chicago, Illinois

PERMANENT TAX NO.: 20-35-221-010

which, with the property hereinafter described, is referred to herein as the "premises"  
 TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits  
 thereof for so long and during all such times as Mortgagors may be entitled thereto which are pledged primarily and in a parity with said real estate  
 and not secondarily, and all apparatus, equipment or articles now or hereafter therein or thereon used in supplying, for example, air conditioning, water,  
 light, power, refrigeration (whether single units or centrally controlled), and ventilation, including without restricting, the foregoing, screens, window  
 shades, storm doors and windows, floor coverings, major beds, awnings, stoves 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, forever, 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 Barbara Jean Yates, divorced and not since remarried  
 This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this 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 Mortgagor the day and Year first above written  
Barbara Jean Yates (Both) \_\_\_\_\_ (Seal)

PLEASE PRINT OR TYPE NAME(S) BELOW  
 SIGNATURE \_\_\_\_\_ (Seal)

State of Illinois, County of COOK  
 I, the undersigned, a Notary Public in and for said County

DO HEREBY CERTIFY that Barbara Jean Yates, divorced and  
not since remarried  
 personally known to me to be the same person, who has  
 subscribed to the foregoing instrument, signed, sealed and delivered the said instrument as  
 her free and voluntary act, for the uses and purposes therein expressed, including the release and waiver  
 of the right of homestead.

Given under my hand and official seal this 20th day of August 1989  
 Commission expires August 18, 1991

Barbara A. Anderson Notary Public

# UNOFFICIAL COPY

ADDITIONAL CONVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORTGAGE AND INCORPORATED THEREIN BY REFERENCE.

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee or to holder of the contract; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Mortgagee or to holders of the contract duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

3. Mortgagors shall keep all buildings and improvements now and hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the contract, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies including additional and renewal policies to holder of the contract and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Mortgagee or the holder of the contract may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or forfeiture, affecting said premises or conflict any tax or assessment. All moneys paid for any of these purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee or the holders of the contract to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice. Inaction of Mortgagee or holders of the contract shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.

5. The Mortgagee or the holder of the contract hereby secured making any payment hereby authorized relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any such assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, when due according to the terms hereof. At the option of the holder of the contract, and without notice to the Mortgagors, all unpaid indebtedness secured by the Mortgage shall, notwithstanding anything in the contract or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment on the contract, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee or holder of the contract for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee or holder of the contract may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, when paid or incurred by Mortgagee or holder of the contract in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plainiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the contract; third, all other indebtedness, if any, remaining unpaid on the contract; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this mortgage the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of (1) The indebtedness secured hereby, or by any decree foreclosing this Mortgage or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the contract hereby secured.

11. Mortgagee or the holder of the contract shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. If Mortgagors shall sell, assign or transfer any right, title or interest in said premises, or any portion thereof, without the written consent of the holder of the contract secured hereby, holder shall have the right, at holder's option, to declare all unpaid indebtedness secured by this mortgage to be immediately due and payable, anything in said contract or this mortgage to the contrary notwithstanding.

## ASSIGNMENT

FOR VALUABLE CONSIDERATION, Mortgagee hereby sells, assigns and transfers the within mortgage to

Date \_\_\_\_\_

Mortgagee  
1990 OCT 16 PM 12:05

CAROL MOSELEY BRAUN  
REGISTRAR OF TITLES

D NAME

DELIVERY INSTRUCTIONS

UNION MORTGAGE COMPANY, INC.  
P. O. BOX 515929  
DALLAS, TEXAS 75251-9929  
214/680-3184

OR

FOR RECORDING IN THE PUBLIC RECORDS  
INSERT STREET ADDRESS OF ABOVE  
INDICATED PROPERTY HERE

TAMARA SIEGLER

10 E 22ND STREET SUITE 116

This instrument was prepared by

LOMBARD ILLINOIS 60148

(Name)

(Address)