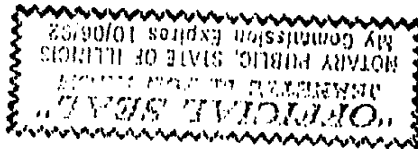


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Subscribed and Sworn to before me this 27th day of November 1990
Notary Public

Paulita T. Rees
Paulita T. Rees

1. That upon receiving said mtg. I inadvertently filed the mtg. at the office of the Recorder of Deeds of Cook County, Illinois rather than at the Office of the Registrar of Titles of Cook County, Illinois.
2. That I was unaware that the title to the property was registered in Torrens and I was unaware that the aforementioned mtg. should have been filed at the Office of the Registrar of Titles in Cook County, Illinois (Torrens Office).
3. That at all times except during the period during which the aforementioned mtg. was in the possession of the Recorder of Deeds of Cook County, Illinois, said mtg. was in my exclusive possession and control and in that of no other. That no change in my marital status has occurred since delivery to me.
4. That I make this Affidavit to induce the Registrar of Titles to waive any objections as to state date of delivery.
5. 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 deed and the registering of same on the Torrens Certificate of Title # 1417899 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.

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

AFFIDAVIT OF LATE DELIVERY

1. Paulita T. Rees, Asst. Vice President of Financial Federal Savings and Loan of Olympia Fields, state that the attached Mortgage and Note has been in our possession since it was recorded instead of Registered...

Lot 25 and 26 in Block 4 in Diamond Addition to Tinley Park, A Subdivision of all that part of the east 1/2 of the south east 1/4 lying south of the Chicago, Rock Island and Pacific Railroad, of section 30, Township 36 North, Range 13 east of the third principal meridian, in Cook County Illinois..

1741 South 65th Ave., Tinley Park, IL 60477
P.P.# 28-30-422-024-0000

UNOFFICIAL COPY

11/15/2011 10:00 AM

11/15/2011 10:00 AM

Property of Cook County Clerk's Office

11/15/2011 10:00 AM

11/15/2011 10:00 AM

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

This instrument was prepared by:
MICHAEL C. FARINAS
(Name)
ORLAND PARK, IL 60462
(Address)

1989 SEP 14 AM 10:14 89431810

MORTGAGE

89431810

3949657

THIS MORTGAGE is made this 8TH day of SEPTEMBER, 1989 between the Mortgagor,
CHRISTOPHER J MARSALA AND KAREN G. MARSALA HIS WIFE
F/K/A KAREN G. GATZA

14⁰⁰

(herein "Borrower") and the Mortgagee, **FINANCIAL FEDERAL SAVINGS BANK OF OLYMPIA FIELDS**
a corporation organized and existing under the laws of the United States of America, whose address is
21110 S. WESTERN AVE.
OLYMPIA FIELDS, ILLINOIS 60461 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of _____
THIRTY-THREE THOUSAND FIVE HUNDRED AND 00/100-----SEPTEMBER 8TH, 1989 (herein "Note"),
Dollars, which indebtedness is evidenced by Borrower's note dated _____ (herein "Note"),
provided for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and
payable on **OCTOBER 1ST, 2004**

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the pay-
ment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and
the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances,
with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower
does hereby mortgage, grant and convey to Lender the following described property located in the
County of **COOK**
State of **ILLINOIS**

LOTS 25 AND 26 IN BLOCK 4 IN DIAMOND ADDITION TO TINLEY PARK, A SUBDIVISION
OF ALL THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTH EAST 1/4,
LYING SOUTH OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, OF SECTION
30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.*****

P.T.N.#28-30-422-024-0000

PROPERTY ADDRESS: **17441 S. 65TH AVE.**
TINLEY PARK, IL 60477

which has the address of 17441 S. 65TH AVE. TINLEY PARK
(Street) (City)
ILLINOIS 60477 (herein "Property Address");
(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appur-
tenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or here-
after attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a
part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate
if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,
grant and convey the Property, that the Property is unencumbered, and the Borrower will warrant and defend generally the title
to the Property against all claims and demands subject to any declarations, easements or restrictions listed in a schedule of
exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

NOTE FILED
FOR RECORD OF ALL 23-7770

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89431810

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prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower pays all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. **Future Advances.** Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$ NONE

22. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage. Borrower shall pay all costs of recordation, if any, and any release fee in effect at that time.

23. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Christopher J. Marsala
-Borrower

Karen L. Marsala
Karen L. Gatz
-Borrower
BORROWER

STATE OF ILLINOIS, COOK County ss:

I, PENNY R. BAKKE, a Notary Public in and for said county and state,

do hereby certify that CHRISTOPHER J. MARSALA AND KAREN L. MARSALA HIS WIFE

F/K/A KAREN L. GATZA, personally known to me to be the same person(s) whose name(s) ARE

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that . . . The Y . . .

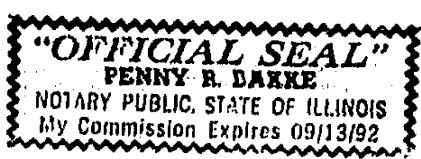
signed and delivered the said instrument as . . . THEIR . . . free and voluntary act, for the uses and purposes therein

set forth.

Given under my hand and official seal, this . . . 8TH . . . day of . . . SEPTEMBER, 19 . . . 89 . . .

My Commission expires:

Penny R. Bakke
Notary Public



(Space Below This Line Reserved For Lender and Recorder)

MAIL TO
FINANCIAL FEDERAL SAVINGS BANK
1401 N. LARKIN AVE.
JOLIET, IL 60435

3949657

1991 MAR 15 AM 11:13 Box 333

CAROL MOSELEY BRADY
REGISTRAR OF TITLES

3949657

3949657

FINANCIAL FEDERAL SAVINGS
1401 NORTH LARKIN AVE
JOLIET, ILLINOIS 60435

89431810

