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Mortgage (Illinois)

7633/0004 37 001 Page 1 of 4  
2000-11-30 09:39:51  
Cook County Recorder 27.50



THIS INDENTURE WITNESSETH, That Robert Bronisz, (hereinafter called the Mortgagor), of 1836 W. Iowa Street, Chicago, IL for and in consideration of the sum of Ten (\$10.00) Dollars in hand paid, does hereby mortgage, grant and convey unto Phillip F. Perez 2208 Diversey Unit 1, Chicago, IL, ("Mortgagee") the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Cook and State of Illinois, to-wit:

*2029559/DF*  
*MTC-2 all*  
See Exhibit A attached

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent Real Estate Index Number: 14-30-118-026-1001

Address of premises: 2208 Diversey Unit 1, Chicago, IL

WHEREAS, The Mortgagor is justly indebted upon a promissory note bearing even date herewith, payable as provided therein

THE MORTGAGOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all

*4m*

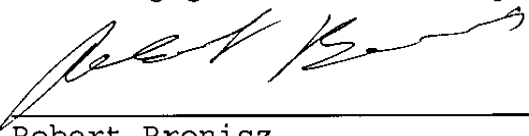
buildings now or at anytime on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the Mortgagee, with loss clause payable to the Mortgagee, which policies shall be left and remain with the said Mortgagee until the indebtedness is fully paid; (6) to pay all incumbrances, and the interest thereon, at the time or times when the-same shall become due and payable.

IN THE EVENT of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the Mortgagor or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time and all money so paid, the Mortgagor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 10% percent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at 10% percent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the Mortgagor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof - including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree - shall be paid by the Mortgagor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Mortgagor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Mortgagor for the Mortgagor and for the heirs, executors, administrators and assigns of the Mortgagor waives all rights to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Mortgage, the court in which such complaint is filed, may at once and without notice to the Mortgagor, or to any party claiming under the Mortgagor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

Witness the hand and seal of the Mortgagor this 21<sup>st</sup> day of November, 2000.

  
Robert Bronisz

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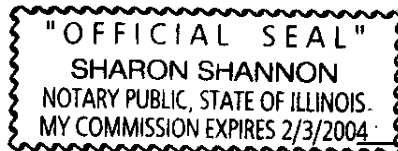
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STATE OF ILLINOIS )  
 )  
COUNTY OF COOL )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert Bronisz personally 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 official seal this 21<sup>st</sup> day of November, 2000.

(Impress Seal Here)



*Sharon Shannon*  
Notary Public

Commission Expires 2-3-04

PREPARED BY AND MAIL TO: KENNETH D. BELLAH, 311 S. WACKER DRIVE, #6200, CHICAGO, IL 60606

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EXHIBIT A

LEGAL DESCRIPTION

UNIT NO. 1 IN RIVER PARK AT DIVERSEY CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOTS 25 TO 31, BOTH INCLUSIVE (EXCEPT THE WEST 184 FEET OF SAID LOT 31) IN BLOCK 7 IN CLYBOURN AVENUE ADDITION TO LAKEVIEW AND CHICAGO SUBDIVISION IN SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 97537667; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS

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