

UNOFFICIAL COPY

00986008

7 15 01 45 001 Page 1 of 3
2000-12-15 12:43:20
Cook County Recorder 25.00

MORTGAGE

This Mortgage is made by
Scott Mencke
and Charles & Kymberlee Puffenbarger
with an address of
2201 N Clybourn Av
Chicago, IL 60614
("Mortgagor"), to
Ira & Theresa Delphonse
4232 N Meade Av
Chicago, IL 60634
("Mortgagee").

KL5701152
20071349
3 of 5



Mortgagor is indebted to Mortgagee

in the principal sum of exactly **\$71,179.62** with interest at the rate of **11.000%** percent per year, payable as provided in a certain promissory note dated **12/15/07**. The terms and conditions of such promissory note are incorporated herein by reference.

(FOR RECORDER'S USE ONLY)

Therefore, to secure the payment of the above indebtedness, Mortgagor hereby mortgages and conveys to Mortgagee all the following real estate:

Property ID: 14-32-108-028-000
Legal: LOT 26 IN BLOCK 4 IN GEORGE M. HIGH'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 15 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THRID PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

the land and building commonly known as: 2201 N Clybourn Av Chicago, IL 60614

Subject to no additional financing is to be placed on property without the prior written consent of mortgagee. Subject to all valid easements, rights of way, covenants, conditions, reservations and restrictions of record, if any. To have and to hold the same, together with all the buildings, improvements and appurtenances belonging thereto, if any, to the Mortgagee and Mortgagee's heirs, successors and assigns forever.

Mortgagor covenants with Mortgagee that:

1. Mortgagor will promptly pay the above indebtedness when due;
2. Mortgagor will promptly pay and discharge all real estate taxes, assessments and charges assessed upon the property when due, and in default thereof, Mortgagee may pay the same and such amounts will also be secured by this Mortgage;
3. Mortgagor will keep the buildings and improvements on the property, if any, insured against loss by fire and other casualty in the name of Mortgagee in such an amount and with such company as shall be acceptable to Mortgagee, and in default thereof, Mortgagee may effect such insurance and such amounts will also be secured by this Mortgage;
4. Mortgagor will neither make nor permit any waste upon the property and will maintain the property and any improvements in good repair;
5. Mortgagor will not remove or demolish any building or improvement on the property without the consent of Mortgagee;

BOX 333-CTI

3
J.

UNOFFICIAL COPY

6. If Mortgagor shall sell, convey or transfer, voluntarily or involuntarily, all or any interest in the above property, Mortgagee may, at its option, declare the entire indebtedness secured hereby to be immediately due and payable;

7. Mortgagor hereby assigns to Mortgagee all rents and profits of the property, if any, as additional security for the above indebtedness;

8. Mortgagee shall be entitled to the appointment of a receiver in any action to foreclose this Mortgage; and

9. Mortgagor will warrant and defend the title to the property against the lawful claims and demands of all persons.

If any payment required under such promissory note is not paid when due, or if default shall be made by Mortgagor in the performance of any agreement, term or condition of this Mortgage or such promissory note, Mortgagee may, at its option, declare the entire indebtedness secured hereby to be immediately due and payable and may enforce payment of such indebtedness by foreclosure of this Mortgage or otherwise, in the manner provided by law. Mortgagor shall pay all costs and expenses, including reasonable attorney's fees, incurred by Mortgagee by reason of Mortgagor's default.

Provided, however, that if Mortgagor shall pay the above indebtedness and faithfully perform all agreements, terms and conditions of this Mortgage and such promissory note, then this Mortgage shall be null and void.

The rights and remedies of Mortgagee herein are cumulative, not exclusive, and are in addition to all other rights and remedies available to Mortgagee at law or equity. Failure of Mortgagee to exercise any right or remedy at any time shall not be a waiver of the right to exercise any right or remedy on any future occasion.

If any provision of this Mortgage shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

This Mortgage is made upon the STATUTORY CONDITION, for any breach of which Mortgagee will have the STATUTORY POWER OF SALE, if existing under applicable law.

IN WITNESS WHEREOF, this Mortgage is executed under seal on

Signed, sealed and delivered in the presence of:

Scott Mencke



(Signature of witness)




(Signature of Mortgagor)

Charles & Kymberlee Puffenbarger



(Signature of witness)





(Signature of Mortgagor)

Imars & Theresa Delphonse



(Signature of witness)



(Signature of Mortgagee)


800986008

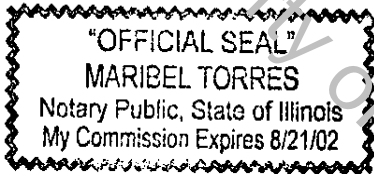
UNOFFICIAL COPY

State of Illinois }
 } ss.
County of Cook }

In Cook County Illinois, on 12/13/00 before me, a Notary Public in and for the above state and county, personally appeared, known to me or proved to be the person(s) named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he or she executed said instrument for the purposes therein contained as his or her free and voluntary act and deed.


NOTARY PUBLIC

00986008



My Commission Expires: 8/21/02

(SEAL)

This Mortgage was prepared by:
KOLPAK AND LERNER
6767 N. MILWAUKEE AVE.,
SUITE 202
NILES, ILLINOIS 60714
After recording, return to:
KOLPAK AND LERNER
6767 N. MILWAUKEE AVE.,
SUITE 202
NILES, IL 60714

Imars & Theresa Delphonse
4232 N Meade Av
Chicago, IL 60634

Imars & Theresa Delphonse
4232 N Meade Av
Chicago, IL 60634