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Cook County Recorder 25.00



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REAL ESTATE MORTGAGE

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THIS INDENTURE WITNESSETH, that the Mortgagors, DANIEL A. GUBA and TARA Y. GUBA, husband and wife, of the City of Palatine, in the County of Cook and State of Illinois, MORTGAGE AND WARRANT to CURTIS A. ERICKSON and/or PATRICIA L. ERICKSON, of the City of Chicago, in the County of Ogle and State of Illinois, to secure the payment of one promissory note, bearing even date herewith, payable to the order of CURTIS A. ERICKSON and/or PATRICIA L. ERICKSON, in the principal sum of \$120,000.00 due on before May 1, 2000, with interest thereon at the rate of nine per cent per annum after March 1, 2000 payable at maturity until paid the following described real estate:

Lot 2385 in Rolling Meadows Unit Number 16, being a subdivision in the Southeast Quarter of Section 36, Township 42 North, Range 10 East of the Third Principal Meridian, Q2-36-412-033 situated in the County of Cook in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all rights to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein contained.

And the said Mortgagors covenant and agree with the said Mortgagees to pay promptly, when due, all taxes and assessments accruing or levied on said premises and all liens on the same, and to keep the buildings upon said premises insured against fire, lightning and extended coverage until said note with interest is fully paid, for a sum of not less than One Hundred Twenty Thousand and No/100ths Dollars, in such insurance companies as the said Mortgagees shall approve (provided, however, that if the policies of such insurance contain any condition or provision as to co-insurance, the buildings shall be kept insured for a sufficient amount also to comply with such co-insurance condition), and such policies shall provide that loss, if any, shall be payable to the Mortgagees and the policies shall be delivered to and held by Mortgagees, during the period of the lien hereby created, and the Mortgagors covenant and agree with the Mortgagees to keep the buildings and improvements on said premises in good repair during the lien of this mortgage, and in case of refusal or neglect of the said Mortgagors to keep said premises so insured, and to pay such taxes, assessments and liens, and keep the buildings and improvements on said premises in good repair, the legal holder of the note above described may procure and pay for such insurance and pay such taxes, assessments and liens; and all money so paid, with interest thereon at the rate of nine per cent per annum after March 1, 2000, shall become so much additional indebtedness against the said Mortgagors and secured by this

BOX 333-CTI

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mortgage, and may be paid out of the proceeds of any sale of said lands and premises under and by virtue of this mortgage.

But it is expressly provided and agreed, that if default be made in the payment of said promissory note or any part thereof, or the interest thereon, or any part thereof, at the time and in the manner made above specified for the payment thereof, or in case of waste or non-payment of taxes or assessments on said premises, or of a breach of any of the covenants or agreements herein contained, then and in such case the whole of said principal and interest, secured by the said promissory note in this mortgage mentioned, shall thereupon, at the option of said Mortgagees, their heirs, executors, administrators, attorneys or assigns, become immediately due and payable. And this mortgage may be immediately foreclosed to pay the same by said Mortgagees, their heirs, executors, administrators, attorneys or assigns, to enter into and upon the premises hereby granted, or any part thereof, and to collect and receive all rents, issues and profits thereof.

Upon the filing of any bill to foreclose this mortgage in any court having jurisdiction thereof, such court may appoint any proper person, receiver, with power to collect the rents, issue and profits arising out of said premises during the pendency of such foreclosure suit, and until the time to redeem the same from any sale that may be made under any decree foreclosing this mortgage shall expire; provided, however, that in case of redemption from sale, such rents, issues and profits, when collected, may be applied toward to the payment of the indebtedness and costs herein mentioned and described. And the said Mortgagors covenant and agree to deliver up possession of said premises to any receiver that may be so appointed by the court, peaceably on demand. And in case a bill is filed to foreclose this mortgage, the Mortgagors covenant and agree to pay all reasonable attorney's fees and all costs and expenses incurred in and about such foreclosure suit, including the expense of an examination of the records, or of writing the abstract of title up to the time of commencing such suit, and the same are hereby made a lien upon said premises and may be recovered and entered up in the decree of foreclosure and collected in the same manner as the other money secured by this mortgage.

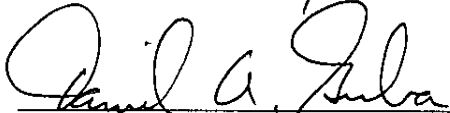
If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Mortgagee if exercise is prohibited by federal law as of the date of this Security Instrument.


If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than thirty days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Security Instrument. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Security Instrument without further notice of demand on Mortgagor.

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Dated this 27 day of January, 2000.

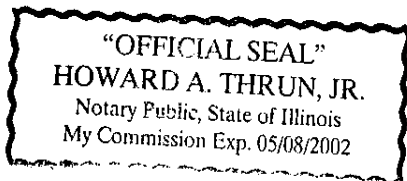

Daniel A. Guba

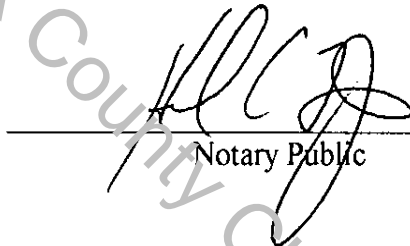

Tara Y. Guba

STATE OF ILLINOIS)
) ss.
COUNTY OF WHITESIDE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Daniel A. Guba and Tara Y. Guba, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of nonestead.

Given under my hand and Notarial Seal this 27 day of January, 2000.




Notary Public

Drafted by: Mark H Merritt, Merritt & Albert, 300 1st Avenue, Suite 200, Rock Falls, IL 61071
Return to: Merritt & Albert, PO Box 150, Rock Falls, IL 61071

PIN 02-36-412-033
2602 Full St
Rolling Meadows IL
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