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Cook County Recorder 31.50



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MORTGAGE

Mortgagor: Kristina K. Berg  
Mortgagee: The Philip A. Keim Trust  
Property: 1248 W. Fletcher - Unit E, Chicago, Illinois 60657  
PIN: 14-29-103-026-1017

Prepared by:

SCOTT D. BROMANN  
127 W. WILLOW  
BOX 1057  
WHEATON, IL 60189-1057



ASSOCIATED PARALEGAL SERVICES  
799 Roosevelt Rd. Bldg. 6 Suite 120  
Glen Ellyn, IL 60137 BROMANN/ACCOM.

## MORTGAGE

THIS MORTGAGE, made and entered into on this the 1st day of October, 1999, by and between KRISTINA K. BERG, of 1248 W. Fletcher, Unit E, Chicago, Illinois 60657, hereinafter referred to as the Mortgagor; and THE PHILIP A. KEIRN TRUST, of 861 Crescent Blvd., Glen Ellyn, IL 60137, hereinafter referred to as the Mortgagee.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the principal sum of ONE HUNDRED THIRTY SIX THOUSAND SEVEN HUNDRED FORTY-FIVE DOLLARS (\$136,745.00) and to secure the payment of which the Mortgagor has executed its promissory note of even date herewith, payable according to the terms and provisions thereof and with the final payment of all principal and interest due on the 1st day of October, 2019.

NOW THEREFORE, in consideration of the promises and to secure the payment of the promissory note thereon according to the terms of the promissory note hereinabove mentioned, including all extensions and/or renewals thereof, and to secure the faithful performance of all the covenants, conditions, stipulations, and agreements herein contained, the Mortgagor by these presents does grant, bargain, sell, assign, and convey unto the Mortgagee forever, all the following described property known as 1248 W. Fletcher, Unit E, Chicago, Cook County, Illinois, 60657 and more particularly described in Exhibit "A" attached hereto and made a part hereof.

Together with all rents, issues, and profits thereof; provided, however, that the Mortgagor shall be entitled to collect and retain said rents, issues, and profits until default hereunder, and all fixtures now or hereafter attached to or used in connection with the premises herein described.

TO HAVE AND TO HOLD, the same together with the improvements thereon and the rights, roads, ways, water, privileges, appurtenances, and advantages thereunto belonging or in anywise appertaining.

The Mortgagor warrants the aforesaid title to said real estate and covenants that it has a good right to mortgage and convey the same, and it is free and clear subject only to all existing easements for public roads and public utilities, all governmental rules and regulations, including those of the City-County Planning Commission of Cook County, Illinois, and all restrictions, protective covenants, easements and plat notations applicable to this property including those as shown of record in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, in the Cook County Court Clerk's office.

The Mortgagor, in order to protect more fully the security of this mortgage, covenants and agrees as follows:

1) It will promptly pay the principal and interest on the indebtedness evidenced by said promissory note, at the times and in the manner therein provided. Privilege is reserved to prepay at any time, without premium or fee, or any penalty whatsoever the entire indebtedness or any part thereof at any time prior to maturity.

2) Together with, and in addition to, the payments of principal and interest payable under the terms of the promissory note secured hereby, it will pay all ground rents, taxes, assessments, condominium dues, or other governmental or municipal charges, fines, or impositions, levied upon said premises. In default thereof, the Mortgagee may pay same and any amounts paid therefore by the Mortgagee shall bear interest at the rate provided for the principal indebtedness and shall thereupon become a part of the indebtedness secured by this instrument, ratably and on a parity with all other indebtedness secured hereby, and shall be payable upon demand.

3) It shall not commit or permit waste; and shall maintain the property in as good condition as now exists, reasonable wear and tear excepted. Upon any failure to so maintain, the Mortgagee, at its option, may cause reasonable maintenance work to be performed at the cost of the Mortgagor. Any amounts paid therefore by Mortgagee shall thereupon become a part of the indebtedness secured by this instrument, ratably and on a parity with all other indebtedness secured hereby, and shall be payable upon demand.

4) The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5) To keep all existing and future improvements, including buildings, on said property insured under policies with insurance companies approved by Mortgagee against all coverages included within the term "extended coverage", including but not limited to fire, lightning and wind storm, and such other hazards as Mortgagee may require, with extended coverage to the amount of at least \$136,745.00, or to the maximum insurable value of said improvements, whichever is greater, said policies of insurance shall contain a standard mortgagee clause in favor of the Mortgagee which shall operate as an independent contract between the insurer and the Mortgagee, insuring the Mortgagee in a manner so that Mortgagee would be covered free and clear of any policy defenses that the insurer might have against the Mortgagor; and the Mortgagor shall deposit said policy or policies with the Mortgagee as collateral security for said indebtedness. In the event any money becomes payable under said insurance policy or policies, the Mortgagee may, at its option, apply same to repairing or rebuilding the said improvements. In the event of loss, the Mortgagor shall give immediate notice by certified mail of said loss to Mortgagee and shall promptly file proof of loss with insurer. In the event of foreclosure of this Mortgage or other transfer of title to the mortgaged property and extinguishment of the debt secured hereby, all right, title and interest of the Mortgagor in and to said insurance policies then in force shall pass to the purchaser or grantee.

6) If the premises covered hereby, or any part thereof, shall be taken, damaged, or destroyed through the exercise of the power of eminent domain, the Mortgagor shall deposit the award received for the condemned property with the Mortgagee, who may, at its option, apply it to reduction of the secured indebtedness or to the restoration, replacement, or repair of the property.

7) It will not sell, transfer, convey, or further encumber the property without the written consent of the Mortgagee. Further, upon application for permission to sell, transfer, convey, or encumber the property, the Mortgagee may either grant permission for same upon the terms and conditions of the promissory note and mortgage as they exist or, at its option, may condition its approval upon the modification and change of the original terms of said promissory note and mortgage.

It is expressly agreed, understood and stipulated by and between the parties hereto: That time is of the essence in this mortgage, but that a waiver by the Mortgagee of a breach of any of the terms and conditions of said promissory note or this mortgage shall not constitute a waiver of a subsequent breach of same or any other of the terms or conditions thereof. That if any provision, clause, or phrase of this mortgage is held or found to be illegal, invalid, or unenforceable, it is the intent of the parties hereto that the remainder of this mortgage be given full effect without such provision, clause, or phrase, and to this end the mortgage shall be construed under the laws of the State of Illinois.

The condition of this mortgage is that if the Mortgagor shall well and truly make all payments provided for herein and the promissory note aforesaid and any extensions any renewals thereof, and shall perform each and every one of the covenants, conditions and agreements either in said promissory note or in this mortgage contained, then the same shall be null and void, but if the Mortgagor shall in any way be in default with respect to any such payments or in the performance of any of said covenants, conditions, or agreements, then the whole indebtedness provided for herein, or in said promissory note shall, at the option of the Mortgagee, become due and payable forthwith without demand or notice and may be collected by suit to enforce the same, and this property may be foreclosed upon at any time after such default. In the event that foreclosure or collection proceedings are commenced the Mortgagor agrees to pay all court costs and reasonable attorney fees incurred by the Mortgagee. When the obligation secured by this mortgage shall have been fully paid in accordance with its terms and tenor and the covenants herein fully performed, this mortgage will be duly released by the Mortgagee, its successors or assigns, at the expense and request of the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns

of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall include all genders, and the term Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN TESTIMONY WHEREOF, witness the signature of the Mortgagor on the day and year first above written.

Kristina K. Berg

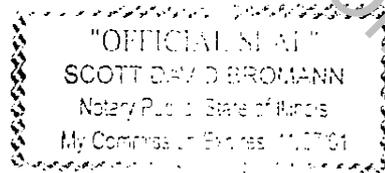
STATE OF ILLINOIS  
COUNTY OF COOK

1<sup>st</sup> The foregoing instrument was acknowledged before me this the 1<sup>st</sup> day of October, 1999 by Kristina K. Berg.

Scott David Bromann

NOTARY PUBLIC

My Commission Expires: 11-7-01



Please Mail to ↓

SCOTT D. BROMANN  
127 W. WILLOW  
PO. BOX 1057  
WHEATON, IL 60189-1057

UNIT NUMBER 1248-"E" IN THE CONDOMINIUM TOWNHOUSE OF SWEETERVILLE NORTH, AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOTS 324 TO 332, BOTH INCLUSIVE, IN JOHN P. ALTGELD'S SUBDIVISION OF BLOCK 1, 2, 3, 4, AND 7 AND THE NORTH 1/2 OF BLOCK 6 IN THE SUBDIVISION OF THAT PART LYING NORTHEASTERLY OF THE CENTER LINE OF LINCOLN AVENUE OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED JANUARY 10, 1989, AS DOCUMENT NUMBER 8912055 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLIOIS.

P.I.N. 14-29-103-026-1017

Commonly known as: 1248 West Fletcher, Unit-E, Chicago, Illinois 60657

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