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Cook County Recorder

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Property of Cook County Clerk's Office

MORTGAGE



1st AMERICAN TITLE order # C9710736

*[Handwritten signature]*

Prepared by and mail to:

Leech Tishman Fuscaldo & Lampi  
1800 Frick Bldg  
Pittsburgh, PA 15219

**MORTGAGE**

**THIS MORTGAGE** made this 12th day of February 2001, between **JOHN DAVID KENDRICK** an adult individual ("Mortgagor") and of **IRENE J. KENDRICK REVOCABLE LIVING TRUST, IRENE J. KENDRICK TRUSTEE** ("Mortgagee").

**WITNESSETH:**

**WHEREAS**, the Mortgagor is the owner in fee simple of that certain Condominium Unit 305 in the Bock Building Condominiums, situate in the Village of Oak Park, County of Cook and State of Illinois, as more fully described in Exhibit "A" attached hereto and made a part hereof, together with the improvements now or hereafter erected thereon (the "Real Estate");

**WHEREAS**, as of the date of this Mortgage, the Mortgagee has extended a loan to the Mortgagor in the original principal amount of One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00) (the "Loan"), evidenced by a Mortgage Note dated as of the date of this Mortgage (the "Note"); and

**WHEREAS**, the Mortgagor has agreed to grant the Mortgagee a mortgage on the Real Estate to secure the payment and performance of the Secured Obligations.

**NOW, THEREFORE**, for the purposes of securing the payment and performance of the following obligations (collectively, the "Secured Obligations"):

- (a) the Note, together with all of the interest thereon, and any increases, renewals, modifications and extensions thereof, the provisions of the Note being hereby incorporated herein by reference;
- (b) all sums advanced or which may otherwise become due under the Note;
- (c) any sums advanced by the Mortgagee or which may otherwise become due pursuant to the provisions of this Mortgage;
- (d) all other sums advanced by or recoverable by the Mortgagee and all other obligations of the Mortgagor under the Note and all other instruments and documents now or hereafter given to evidence, secure or otherwise support the Loan (collectively, the "Loan Documents"),

the Mortgagor, intending to be legally bound hereby, does hereby give, grant, bargain, sell, warrant, alienate, remise, release, convey, assign, transfer, mortgage, hypothecate, deposit, pledge, set over and confirm unto the Mortgagee and does agree that the Mortgagee shall have a mortgage in the following described property, all accessions and additions thereto, all substitutions therefor and replacements and proceeds thereof and all reversions and remainders of such property (collectively, the "Mortgaged Property"), to wit:

(i) the Mortgagor's fee simple estate in the Real Estate, together with all of the easements, rights of way, privileges, liberties, hereditaments, gores, streets, alleys, passages, ways, waters, watercourses, rights and appurtenances thereunto belonging or appertaining and all of the estate, right, title, interest, claim and demand whatsoever of the Mortgagor therein and in the public streets and ways adjacent thereto, either at law or in equity, in possession or expectancy (collectively, the "Realty");

(ii) the structures and buildings, and all additions, fixtures and improvements thereto, now or hereafter erected upon the Realty;

**TO HAVE AND TO HOLD** the Mortgaged Property unto the Mortgagee, its successors and assigns, to its own use forever in accordance with the provisions hereof.

**PROVIDED, HOWEVER,** that if Mortgagor shall pay to Mortgagee the Secured Obligations, and shall keep and perform each of the other covenants, conditions and agreements hereinafter set forth, then this Mortgage and the estate hereby granted and conveyed shall become void.

**THIS MORTGAGE** is executed and delivered subject to the following covenants, conditions and agreements:

1. From time to time until the Secured Obligations are fully paid, Mortgagor shall:

(a) pay and discharge all taxes, assessments, sewer and water rents and all other charges and claims assessed or levied from time to time by any lawful authority upon any part of the Mortgaged Property and which shall or might have priority in lien or payment to the debt secured hereby;

(b) pay and discharge, in accordance with their respective terms, all liens, claims and encumbrances which may be filed against said the Mortgaged Property and which shall or might have priority in lien or payment to the debt secured hereby;

(c) provide and keep in effect, by paying the necessary premiums and charges thereon, such policies of hazard and liability insurance as Mortgagee may from time to time reasonably require upon the buildings and improvements now or hereafter erected upon the Mortgaged Property, with loss payable clauses in favor of Mortgagor and Mortgagee as their respective interests may appear, provided that Mortgagee shall not require that the amount of such coverage exceed the amount of coverage required to pay the sums secured by this Mortgage; and

(d) perform all of Mortgagor's duties and obligations under the Condominium's Constituent Documents; and, Mortgagor shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents. The "Constituent Documents" are the (i) Declaration of Condominium or any other documents which creates the Condominium, and any amendments thereto; (ii) the Bylaws of the Condominium Association; (iii) the code of regulations; and (iv) other related and/or equivalent documents, without limitation.

(e) promptly submit to Mortgagee evidence of the due and punctual payment of all the foregoing charges.

2. Mortgagor shall maintain all buildings and improvements subject to this Mortgage in good and substantial repair in the same or better condition as delivered. Mortgagee shall have the right to enter upon the Mortgaged Property at any reasonable hour upon reasonable notice for the purpose of inspecting the order, condition and repair of the buildings and improvements erected thereon.

3. In the event Mortgagor neglects or refuses to pay the charges mentioned at (1) above or fails to maintain the buildings and improvements as reasonably required and Mortgagor fails to pay the charges or maintain the buildings and improvements within fifteen (15) days after receiving written notice of such deficiencies from Mortgagee, Mortgagee may cure the deficiencies, add the cost thereof to the principal debt secured hereby, and collect the same as part of said principal debt, provided no such payment by the Mortgagee shall be considered a waiver or release of any remedy Mortgagee may have against Mortgagor.

4. Mortgagor covenants and agrees not to create, nor permit to accrue, upon all or any part of the Mortgaged Property, any debt, lien or charge which would be prior in lien or payment to the lien of this Mortgage, except for debts, liens, or charges of record.

5. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Real Estate, or part thereof, or for conveyance in lieu of condemnation are hereby assigned and shall be paid to Mortgagee.

6. In the event of any foreclosure or similar action hereunder, Mortgagee or the purchaser at the judicial sale shall be deemed the owners of all policies of insurance covering the premises.

7. Mortgagor shall be in default if Mortgagor fails to make any payment due under the terms of the Note.

8. The covenants, conditions and agreements contained in this Mortgage shall bind, and the benefits thereof shall inure to, the respective parties hereto, their respective successors and assigns.


9. All terms and provisions of the Note are incorporated by reference unless otherwise indicated in this Mortgage.

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IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal on the date first set forth above.

WITNESS:

\_\_\_\_\_



\_\_\_\_\_

John David Kendrick

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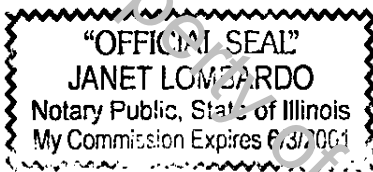
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STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) SS:

On this the 13 day of February 2001, before me the undersigned officer, personally appeared JOHN DAVID KENDRICK, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained and acknowledge the foregoing to be his free act and deed.

\*\* single, never married

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



*[Signature]*  
Notary Public

My Commission Expires: 6-3-2001

CERTIFICATE OF RESIDENCE

The Mortgagee hereby certifies that its precise residence is \_\_\_\_\_

Witness my hand this \_\_\_\_ day of \_\_\_\_\_ 2001.

\_\_\_\_\_

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) SS:

RECORDED on this \_\_\_\_ day of \_\_\_\_\_ 2001, in the Recorder's Office of Cook County, in Mortgage Book Volume \_\_\_\_\_, page \_\_\_\_\_.

Given under my hand and the seal of the said office the day and year aforesaid.

\_\_\_\_\_  
Recorder

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**MORTGAGE  
REAL PROPERTY DESCRIPTION  
EXHIBIT "A"**

**Legal Description:**

Unit 305 and P-18 in Bock Building Condominium, as delineated on the survey of certain lots or parts thereof in William C. Reynold's Subdivision, being a subdivision located in Section 6, Township 39 North, Range 13, East of the Third Principal Meridian, which survey is attached as Exhibit " " to the Declaration of Condominium ownership recorded May 10, 2000 as document no. 00332852, in Cook County, Illinois together with an undivided percentage interest in the common elements appurtenant to said unit, as set forth in said Declaration.

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