

# UNOFFICIAL COPY

MORTGAGE

1521/0093 11 001 Page 1 of 3

2001-04-13 13:09:12

Cook County Recorder 25.50

177382

THIS INDENTURE, made **April 12, 2001**, between  
**DARLENE MCCOY**, herein referred to as "Mortgagors,"  
and  
**Equity Investors Realty Co.** herein referred to as  
"Mortgagee", witnesseth;



0010302579

**THAT WHEREAS** the Mortgagors are justly indebted  
to the Mortgagee upon the installment note of even date  
herewith, in the principal sum of

**One Hundred Fourteen Thousand Seven Hundred Fifty &  
No/100 (\$114,750.00)**, payable to the order of and delivered  
to the Mortgagee, in and by which note the Mortgagors  
promise to pay the said principal sum and interest at the rate  
and in installments as provided in said note, and all of said  
principal and interest are made payable at such place as the  
holders of the note may, from time to time, in writing  
appoint, and in absence of such appointment, then at the  
office of the Mortgagee at

**111 E. Wacker Dr., Chicago, IL 60601**

**NOW, THEREFORE**, the Mortgagors to secure the payment of the said principal sum of money and said  
interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the  
covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the  
sum of One Dollar in hand paid, the receipt whereof is hereby acknowledge, do by these presents, **CONVEY AND  
WARRANT** unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate  
and all of their estate, right, title and interest therein:

See Attached Legal Description

PIN **31-24-441-012**

**CKA 207 Todd Park Forest, IL, 60466**

which, with the property described, is referred to herein as the "premises",

**TOGETHER** with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging,  
and all rents, issues and profits thereof for so long and during all such times as the Mortgagors may be entitled thereto  
and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air  
conditioning, water, light, power, refrigeration.

**TO HAVE AND TO HOLD** the premises unto the Mortgagee, and the Mortgagee's successors and  
assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by  
virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do  
hereby expressly release and waive.

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;

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 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. Mortgagor 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 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.

Witness the hand.....and seal..... of Mortgagors the day and year first above written.

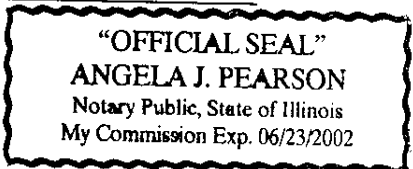
[Signature] (SEAL) \_\_\_\_\_ (SEAL)

State of Illinois, County of Cook ss.,

Subscribed and Sworn to before me this 12 day of April 2004  
Commission Expires 6/23 2002

[Signature]  
Notary Public

This instrument was prepared by Equity Investors Realty Co.  
Mail this instrument to FIRST UNION NATIONAL BANK  
214 N. HOGAN ST., Rm. 434  
JACKSONVILLE, FL. 32202  
Attn: Debbie Tate



nois, on August 7, 1957 as document No. LR1752498; as supplemented by supplement to plat recorded in said recorder's office on October 25, 1957, as document No. 17048360 and filed in said registrar's office on October 25, 1957, as document No. LR1765892, as supplemented by second supplement to plat recorded in said recorder's office on November 13, 1957, as documentNo. 17064455; as amended by amendment to supplement to plat recorded in said recorder's office on February 14, 1958, as document No. LR17134004 and filed in said registrar's office on February 14, 1958, as document No. LR1781984; and as amended by second amendment to supplement to plat recorded said recorder's office on June 25, 1958 as document No. 17243556 and filed in said registrar's office on June 25, 1958 as document No. LR1082981; in Cook County, Illinois.

pw # 31-24-441-012

Property of Cook County Clerk's Office