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2001-07-11 08:22:41
Cook County Recorder 27.00

MORTGAGE

Property of Cook County Clerk's Office

BOX 370

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Prepared by
and

Return to: Interbank Financial, Inc.,
7056 W. Mississauga Ave,
Chicago IL 60656

AT&T, INC.

Prepared By:
Mail this instrument to
Interbanc Financial, Inc.
c/o Benjamin & Olimpia Mihai
7056 W. Higgins Ave.
Chicago, Ill 60656

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MORTGAGE

This mortgage is made on June 20, 2001, between JON TOMOS, ("Mortgagor"), of 2839 West Lawrence Ave., Chicago, Illinois 60625, and BENJAMIN MIHAI and OLIMPIA MIHAI, (Mortgagee") of 7056 West Higgins Ave., Chicago, Illinois 60656.

Mortgagor mortgages and warrants to Mortgagee, Mortgagee's heirs, successors and assigns, the land and the improvements thereon located in Chicago, Cook County, Illinois, legally described as:

UNIT NO. 3A AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOT 7 IN BLOCK 28 IN RAVENSWOOD GARDENS, A SUBDIVISION OF ALL THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER AND THE EAST HALF OF NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, LYING NORTHEAST OF SANITARY DISTRICT RIGHT-OF-WAY (EXCEPTING THEREFROM THE RIGHT-OF-WAY OF NORTHWESTERN RAILROAD) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY PARKWAY BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 1968, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT 22424990 TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL, (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY).

Property Index Number: 13-13-208-046-1010

Commonly known as 2839 West Lawrence Avenue, Unit 3A, Chicago, Illinois,

together with the improvements and appurtenances belonging to that land, and the rents, issues, and profits derived from them, and all fixtures now or later attached to or used in connection with the premises described herein.

To secure the performance of the covenants contained here and the payment of the principal sum of \$90,000.00, together with interest at the rate of 5% annually payable according to the terms of a certain promissory note bearing the same date as this mortgage, executed and delivered by mortgagor to mortgagee as follows: In installment payments of \$375.00 interest per month beginning July 20, 2001, with a final payment of principal on June 20, 2002, or sooner.

And mortgagor covenants with mortgagee, while this mortgage remains in force, as follows:

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SECTION I

PAYMENT OF PRINCIPAL AND INTEREST

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To pay the indebtedness and the interest on it in the time and in the manner provided above.

SECTION II.

TAXES AND ASSESSMENTS

To pay all taxes, assessments, water rates, and other charges that may be levied or assessed on or against the premises when they become due and payable, and also to pay when due any taxes on the interest or estate in the lands created or represented by this mortgage, or by the indebtedness, whether levied against Mortgagor or otherwise. To immediately pay off any lien having or that may have precedence over this mortgage, except as stated here, and to keep all the improvements erected and to be erected on the premises continually intact and in good order and repair, and to pay for all repairs and improvements promptly and to commit or suffer no waste of the premises, and to permit or to suffer no unlawful use.

SECTION III.

HAZARD INSURANCE

To keep the buildings and equipment on the premises insured against loss or damage by fire for the benefit of, with loss payable to, and in manner and amount approved by, and to deliver the policies as issued to Mortgagee with the premiums for those policies paid in full.

SECTION IV.

FAILURE TO PAY CHARGES

If default is made in the payment of taxes, assessments, water rates, liens, insurance, or other charges on the premises, or any part of them, Mortgagee may at its option make payment on those and the amount so paid, with interest on that amount at the same rate as provided for the principal indebtedness from that date of such payment, which payment will be impressed as an additional lien on the premises, and will be added to and become part of the indebtedness secured here, and will become immediately due and payable; and in case of the payment of taxes, assessments, water rates, liens, insurance, or other charges on the premises by mortgagee as provided above, the receipt or receipts of the proper officer or person for such payment in the hands of mortgagee will be conclusive evidence of the validity and amount of items so paid by mortgagee.

SECTION V.

ACCELERATION

If default is made in the payment of the principal sum or interest or any other sum secured here or any part of it, in the payment of taxes, assessments, water rates, liens, insurance, or other charges on the premises or any part of them, or in the performance of any of the covenants and agreements contained here, the entire indebtedness secured here remaining unpaid will at once become due and collectible, if Mortgagee so elects, and without notice of that election.

SECTION VI.

In the event the ownership of the mortgaged premises or any part of them becomes vested in a person other than Mortgagor, Mortgagee may deal with such successor or successors in interest with reference to this mortgage and the debt secured here in the same manner as with Mortgagor, without in any manner vitiating or discharging mortgagor's liability under this mortgage or the debt secured here.

SECTION VII.

SALE OF PROPERTY

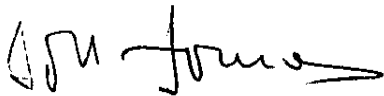
Power is granted here by Mortgagor to Mortgagee, if default is made in the payment of the indebtedness, interest, taxes, assessments, water rates, liens, or insurance premiums, or any part of them, at the time and in the manner agreed here, to grant, bargain, sell, release, and convey the premises with the appurtenances at public auction and to execute and deliver to the purchaser or purchasers at such sale, deeds of conveyance, good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds to retain all sums due hereon, the costs and charges of the sale, and the attorney fees provided by law, returning the surplus money, if any, to mortgagor or mortgagor's heirs and assigns, and such sale or a sale pursuant to a decree in chancery for the foreclosure hereof may at the option of mortgagee be made en masse.

SECTION VIII.

BINDING EFFECT

The covenants in this mortgage bind and the benefits and advantages inure to the respective heirs, assigns, and successors of the parties.

Signed by Mortgagor the day and year first above written.



JON TOMOS

State of Illinois, County of Cook

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JON TOMOS, personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 20th day of June, 2001.

Commission expires _____


Notary Public