

UNOFFICIAL COPY

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6944/0028 46 006 Page 1 of 4
2001-11-15 15:57:38
Cook County Recorder 27.50

Please return this document to:

Ronald M. Goldberg
11 Lakewood Dr.
Bannockburn, Illinois 60015

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0011072357

MORTGAGE

THIS MORTGAGE is made by **JAMES ANDERSON AND IWONA ANDERSON**, husband and wife with an address of 595 North Charter Hall Drive, Palatine, Illinois 60067 (the "Mortgagor") to **RONALD M. GOLDBERG**, (the "Mortgagee").

Mortgagor is indebted to Mortgagee in the principal sum of \$55,000, with interest at the rate of 24 percent per year, payable as provided in a certain Promissory Note dated July 5, 2001. The terms and conditions of such Promissory Note are incorporated herein by reference.

Therefore to secure the payment of the above indebtedness, Mortgagor hereby mortgages and conveys to Mortgagee all the following real estate:

595 Charter Hall Drive
Palatine, Illinois 60067

PIN: 02-05-114-125-0000
Legal DESCRIPTION: SEE ATTACHMENT
Volume 149

Subject to: First Mortgage of \$194,000

Subject to all valid easements, rights of way, covenants, conditions, reservations and restrictions of record, if any.

To have and to hold the same, together with all the buildings, improvements and appurtenances belonging thereto, if any, to the Mortgagee and Mortgagee's heirs, successors and assigns forever.

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 the Mortgage;

**COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
SKOKIE OFFICE**

4 Pgs

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 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 hereby 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. Mortgagee 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 right or 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 under the STATUTORY CONDITION, for any breach of which Mortgagee will have the STATUTORY POWER OF SALE, if existing under applicable law.

Ihona Anderson
James Anderson

IKONA ANDERSON
James Anderson

“ATTACHMENT”

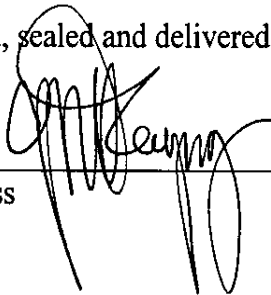
LEGAL DESCRIPTION

LOT 24 IN PLAT OF SUBDIVISION, CHARTER HALL, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

IN WITNESS WHEREOF, this Mortgage is executed under seal on the 5 day of July, 2001

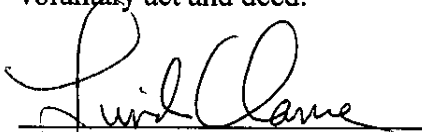
Signed, sealed and delivered in the presence of:

Witness  G.R. TOMASZEWICZ

STATE OF ILLINOIS

COUNTY OF COOK

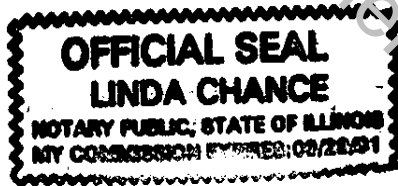
In Chicago, on the 5th day of July, 2001, before me, a Notary Public in and for the above state and county, personally appeared James Anderson, known to me or proved to be the person named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he or she executed said instrument for the purposes therein contained as his or her free and voluntary act and deed.


Notary Public

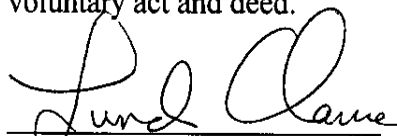
My Commission Expires: 9/29/2001

STATE OF ILLINOIS

COUNTY OF COOK



In Chicago, on the 5th day of July, 2001, before me, a Notary Public in and for the above state and county, personally appeared Iwona Anderson, known to me or proved to be the person named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he or she executed said instrument for the purposes therein contained as his or her free and voluntary act and deed.


Notary Public

My Commission Expires: 9/29/2001

