

UNOFFICIAL COPY



00199554

This instrument prepared by  
and return to:  
Challenge Realty  
407 Wekiva Springs Road, Suite 245  
Longwood, FL 32779  
407-788-2725

RESERVED FOR RECORDING OFFICE

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2000-03-22 09:07:01  
Cook County Recorder 55.50

**MORTGAGE DEED**

**THIS MORTGAGE DEED**, made and executed the 7th day of September 1999, by Keith A. Nelson and Adina J. Nelson, husband and wife, hereinafter called the Mortgagees, to Challenge Realty, hereinafter called the Mortgagee.

Wherever used herein the terms "mortgagor" and "mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of legally constituted entities; the singular shall include the plural and the plural the singular as the context hereof requires; the masculine shall include the feminine and the neuter as the context hereof requires; and the term "note" includes all the notes herein described if more than one.

**WITNESSETH**, that for good and valuable consideration, and also in consideration of the aggregate sum named in the promissory note hereinafter described, the said Mortgagor grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the said Mortgagee in fee simple, all the certain tract of land, of which the said Mortgagor is now seized and possessed, and in actual possession, situate in Cook County, State of Illinois, described as follows:

Land referred to in this commitment is described as all that certain property situated in River Grove in the County of Cook, and State of Illinois and being described in a deed dated 07/28/94, and recorded 08/25/94, among the land records of the county and state set forth above, and referenced as follows: 94755506.

The following described real estate situated in the County of Cook in the State of Illinois, to wit:

Lot 136 in Volk Brothers first addition to Chicago Home Gardens in the southeast ¼ section 26, township 40 north range 12 east of the third principal meridian in Cook County, Illinois.

**TO HAVE AND TO HOLD** the same together with the tenements, hereditaments, and appurtenances thereto, unto the said Mortgagee in fee simple.

SND  
P/S  
M/yes

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AND the said Mortgagor does covenant with said Mortgagee that said Mortgagor is indefeasibly seized of said land in fee simple; that the said Mortgagor has full power and lawful right to convey said land in fee simple as aforesaid; that it shall be lawful for said Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy said land; that said land is free from all encumbrances; that said Mortgagor will make such further assurance to perfect the fee simple title to said land in said Mortgagee as may reasonably be required; and that said Mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

**PROVIDED ALWAYS**, that if said Mortgagor shall pay unto the said Mortgagee the certain mortgage note:

a true and correct copy of which is attached hereto and made a part hereof by reference,

and shall perform, comply with and abide by each and every stipulation, agreement, condition and covenant of said promissory note and of this deed, then this deed and the estate thereby created shall cease and be null and void.

AND the said Mortgagor hereby covenants and agrees:

1. To pay all and singular the principal and interest and other sums of money payable by virtue of said promissory note and this deed, or either, promptly on the days respectively the same severally become due.
2. To pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature of said described property, and if the same be not promptly paid the said Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the highest rate of interest allowed by law.
3. To pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by said Mortgagee because of the failure on the part of the said Mortgagor to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and this deed or either, and every such payment shall bear interest from the date thereof at the highest rate of interest allowed by law.
4. To keep the buildings now or hereafter on said land insured in a sum not less than their full insurable value, in a company or companies to be approved by said Mortgagee, and the policy or policies held by and payable to said Mortgagee, and in the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit the Mortgagor to receive and use it or any part thereof for other purposes, without thereby waiving or impairing any

equity, lien or right under or by virtue of this mortgage, and may place and pay for such insurance or any part thereof without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from the date thereof at the highest rate of interest allowed by law.

5. To permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof.
6. To perform, comply with, and abide by each and every the stipulations, agreements, conditions and covenants in said promissory note, and in this deed set forth.
7. If any said sums of money herein referred to be not promptly and fully paid within 15 days next after the same severally become due and payable, or if any of the stipulations, agreements, conditions and covenants of said promissory note and this deed, or either, are not fully performed, complied with and abided by, the said aggregate sum mentioned in said promissory note shall become due and payable forthwith, or thereafter at the option of the Mortgagee, as fully and completely as if the said aggregate sum mentioned in said promissory note was originally stipulated to be paid on such day, anything in said promissory note or herein to the contrary notwithstanding.

**IN WITNESS WHEREOF**, the said Mortgagor, does hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of us:

Angel Cruz  
Witness

Maria Cruz  
Witness

Keot A. Nelson  
Mortgagor

Chang Peterson  
Mortgagor

ACKNOWLEDGMENT

STATE OF Illinois  
COUNTY OF Cook

I, an officer authorized to take acknowledgments of deeds according to the laws of the State of Illinois, duly qualified and acting,

HEREBY CERTIFY that Keith A. Nelson and Adina J. nelson, husband and wife, personally known to me or who presented Drivers licenses as identification, this day personally appeared and acknowledged before me that they executed the foregoing mortgage, and

I FURTHER CERTIFY that I know the said person(s) making said acknowledgment to be the individual(s) described in and who executed the said mortgage.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at said County and State, this 7 day of September 1999.

(SEAL)



Yolanda Fuentez 9/7/99  
NOTARY PUBLIC  
STATE OF ILLINOIS  
Yolanda Fuentez  
Printed Name of Notary

My Commission Expires:

My Commission Number: