

UNOFFICIAL COPY

0020176606
1871/0146 10 001 Page 1 of 3
2002-02-13 11:33:27
Cook County Recorder 25.00

THIS DOCUMENT WAS
PREPARED BY AND
AFTER RECORDING PLEASE
RETURN TO:



Andrew D. Small, Esq.
Katten Muchin Zavis
525 West Monroe Street
Suite 1600
Chicago, IL 60661

(The Above Space for Recorder's Use Only)

MORTGAGE

THE MORTGAGOR Karen Klutznick, Mortgages and Warrants to the Mortgagee, Thomas J. Klutznick, to secure the payment of a certain promissory note, executed by the mortgagor and dated of even date herewith, payable to the order of Mortgagee (the "Note"),

the following described real estate, to-wit:

PARCEL 1: UNIT 4807 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 132 EAST DELAWARE PLACE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 89-301306, IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN DOCUMENT NUMBER 89-208434.

situated in the County of Cook, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

Permanent Real Estate Index Number(s): 17-03-211-030-1007.

Address(es) of real estate: 132 East Delaware Place, Unit 4807, Chicago, Illinois 60610.

12260632/a

Box 370

AGTF, INC.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

If default be made in the payment of the said promissory note, or of any part thereof, or the interest thereon, or any part thereof, at the time and in the manner above specified for the payment thereof, or in case of waste or non-payment of taxes or assessments on said premises, or of a breach of any of the covenants or agreements herein contained, then and in such case the whole of said principal sum and interest, secured by the said promissory note in this mortgage mentioned, shall thereupon, at the option of the said mortgagee, and such mortgagee's heirs, executors, administrators, attorneys or assigns, become immediately due and payable; and this mortgage may be immediately foreclosed to pay the same by said mortgagee, and such mortgagee's heirs, executors, administrators, attorneys or assigns, and it shall be lawful for the said mortgagee, and such mortgagee's heirs, executors, administrators, attorneys or assigns, to enter into and upon the premises hereby granted, or any part thereof, and to receive and collect all rents, issues and profits thereof.

Upon the filing of any complaint to foreclose this mortgage in any Court having jurisdiction thereof, such Court may appoint or any proper person receiver, with power to collect the rents, issues and profits arising out of said premises during the pendency of such foreclosure suit, and until the time to redeem the same from any sale that may be made under any decree foreclosing this mortgage shall expire; and such rents, issues and profits when collected may be applied toward the payment of the indebtedness and expenses and advances herein mentioned and described. And upon the foreclosure and sale of said premises, there shall be first paid out of the proceeds of such sale all expenses of advertisement, selling and conveying said premises, ascertaining the necessary parties to the foreclosure action, and reasonable attorneys' fees, to be included in the decree, and all moneys advanced for taxes, assessments and other liens; then there shall be paid the principal of said note whether due and payable by the terms thereof or by acceleration, and the interest thereon.

If any provision of this mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or the remaining provisions of this mortgage.

(SIGNATURE ON FOLLOWING PAGE)

20176606

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Dated as of this 30th day of January, 2002

Karen Klutznick 1/24/02
Karen Klutznick

State of ILLINOIS)
County of DuPage) ss.

I, Diane C. Sapko, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Karen Klutznick, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 24th day of January, 2002.

(Impress Seal Here)

Diane C. Sapko
Notary Public

Commission Expires 12/9/2005



20176606

UNOFFICIAL COPY

Property of Cook County Clerk's Office

100-11111-100