

UNOFFICIAL COPY

MORTGAGE

This instrument was prepared by:

Debra R. Lester

516 S. Anita St., Des Plaines, IL 60016

Mail to:

Debra R. Lester, Attorney at Law

516 S. Anita St., Des Plaines, IL 60016-2935

0020338957

2687/0097 52 001 Page 1 of 3

2002-03-26 10:18:16

Cook County Recorder 25.50



0020338957

THIS mortgage executed, by **Robert J. Recht and Kymm Recht, his wife, of 1480 Jefferson Street, Unit 402A, Des Plaines, Cook County, Illinois**, herein called "mortgagor", which term includes mortgagor's heirs, executors, administrators, successors, legal representatives and assigns, and shall denote the singular and/or plural and the masculine and/or feminine whenever and wherever the context so requires, to **Katharina Recht, of 33 E. Millers Rd., Des Plaines, IL 60016**, herein called "mortgagee."

For good and valuable consideration, and also in consideration of the aggregate sum of Seventy Three Thousand Dollars (\$73,000.00) as evidenced by the promissory note of even date herewith, herein described, mortgagor does grant with covenants to mortgagee, its successors and assigns, all the certain tract of land of which mortgagor is now the legal owner, and in actual possession, situated in the County of Cook, State of Illinois, described as follows:

See Attached Legal Description

Property Address: 1480 Jefferson Street, Unit 402A, Des Plaines, IL 60016

Property Index Number: 09-17-410-013-1058

Together with all structures and improvements now and hereafter on the land and the fixtures attached thereto, together with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits hereof, all the estate, right, title, interest, and all claims and demands whatsoever, in law and in equity, of mortgagor in and to the same, and every part and parcel thereof.

This mortgage is given (a) to secure the payment of Seventy-Three Thousand Dollars (\$73,000.00) with interest as provided in a promissory note dated January 1, 2002, which note is incorporated herein and made a part hereof, and shall be payable in no event later than January 31, 2032, which shall be called the "maturity date."

(b) the performance of the other agreements in the note; and

(c) to secure the performance of mortgagor's covenants and agreements.

Provided always, that if mortgagor shall pay to mortgagee, its successors, legal representatives or assigns, the amount in the promissory note mentioned above, with all interest due thereon, and shall perform, comply with, and abide by each and every stipulation, agreement, condition, and covenant of the note and of this mortgage, and shall pay all taxes that may accrue on the property and all costs and expenses that mortgagee, its successors or assigns may be put to in collecting the note, in the foreclosure of this mortgage or otherwise, including reasonable attorneys' fees, then this mortgage and the lien hereby created shall cease and be null and void, and a release of the mortgage shall be executed by mortgagee. Mortgagor agrees to pay a fee of not more than \$50.00 for the preparation of the release of the mortgage. Mortgagor does hereby covenant and agree that:

1. Mortgagor shall pay the principal and interest and other sums of money payable by virtue of the promissory note and this mortgage, or either, promptly on the days respectively the same severally become due and shall perform, comply with and abide by each of the stipulations, agreements conditions and covenants in the promissory note.

2. Mortgagor shall pay the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on the described property, and if the same are not promptly paid, mortgagee, its successors, legal

548
R3
Mys
AW

representative, or assigns 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 rate of 10% per annum.

3. Mortgagor shall pay all the costs, charges and expenses, including attorneys' fees, reasonably incurred or paid at any time by mortgagee, its successors, legal representative, or assigns because of failure by mortgagor to perform, comply with, and abide by each and every stipulation, agreement, condition and covenant of the promissory note and this mortgage, or either, and every such payment shall bear interest from date at the rate of 10% per annum.

4. Mortgagor shall keep the buildings now or hereafter on the land insured in a sum equal to the highest insurable value, both fire and extended coverage, with standard and customary mortgagee loss-payable clause endorsed thereon, making such loss payable to mortgagee, its successors, legal representatives or assigns.

5. All buildings now or hereafter situated on the premises shall be maintained by the mortgagor in good and substantial repair; mortgagor shall not permit, commit, nor cause waste, impairment or deterioration of the property, or any part thereof, except reasonable wear and tear.

6. Mortgagor hereby warrants title to the premises and covenants with the mortgagee that the mortgagor is the true and lawful owner of the premises and is well seized of the same in fee simple and has good right and full power to grant and mortgage the same, and that the premises are free and clear of all encumbrances,

7. The mailing of a written notice or demand addressed to the owner of record of the mortgaged premises or to such owner at the last address, actually furnished to mortgagee, or if none, directed to the owner at the mortgaged premises, and mailed by the United States mail, postage prepaid, shall be sufficient notice and demand in any case arising under this instrument and required by the provisions hereof or by law.

Executed at Des Plaines, Illinois on the day and year first above written.

Robert J. Recht
Robert J. Recht

Kymm Recht
Kymm Recht

State of Illinois)
County of Cook)

I, the undersigned, a notary public in and for said County, in the State of Illinois, DO HEREBY CERTIFY that Robert J. Recht and Kymm Recht, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 2nd day of January, 2002.

Debra Ritt Lester
Notary Public



Unit 402A in the Jefferson Square Condominium, as delineated on a surveyor the following described real estate:

Parcel 1:

Lot 12, except that part taken for street and all of lots 13, 14, 15, 17 and 18 in Block 2 in the Heart of Des Plaines, a subdivision of part of Section 17, Township 41 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded in Book 5 of plats, page 37, in Cook County, Illinois.

also

Lots 56, 57, and 58, except that part taken for street, in the Subdivision of original Lots 11 to 30, inclusive, in original Town of Rand, being a Subdivision of parts of Sections 16, 17, 20 and 21 in Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

also

Lot 1 and Lot 2 in C. H. Geil's Subdivision of Lots 19 and 31 in Block 2 in the Heart of Des Plaines, a Subdivision by Stiles and Thomas of part of Thomas Subdivision of Lots 11 to 30 inclusive in the Town of Rand, now called Des Plaines, with part of the East 1/2 of the Southeast 1/4 of Section 17, Township 41 North, Range 12, East of the Third Principal Meridian, with Lot 55 in Thomas Resubdivision of Lots 11 to 30, inclusive in the Town of Rand, now called Des Plaines, except from said Lot 2 in C. H. Geil's Subdivision, aforesaid, described as follows: Beginning at the Southeast corner of said Lot 2; thence West along the South line of said Lot 2 for a distance of 15.0 feet; thence Northeasterly for a distance of 25.4 feet to a point on the Southeasterly line of said Lot 2, said point being 15.0 feet Northeasterly of the Southeast corner of said Lot 2 (as measured on the Southeasterly line of said Lot 2); thence Southwesterly along the Southeasterly line of said Lot 2 for a distance of 15.0 feet to the place of beginning, all in Cook County, Illinois. Which survey is attached as Exhibit "A" to the Declaration of Condominium Ownership made by First National Bank of Des Plaines, as Trustee under Trust Agreement dated February 17, 1989 and known as Trust Number 20132013 recorded in the Office of the Recorder of Deeds in Cook County, Illinois on November 17, 1989 as Document Number 89549394, together with a percentage of the common elements appurtenant to said unit as set forth in said Declaration, as amended from time to time, which percentage shall automatically change in accordance with amendments to said Declaration as same are filed of record pursuant to said Declaration and together with additional common elements as such amendments to said Declaration are filed of record in the, percentages set forth in such amendments to said Declaration, which percentages shall automatically be deemed to be conveyed effective on the recording of such amended Declaration as though conveyed thereby.

Also

All of the vacated alley contiguous to and adjoining Westerly line of Lots 1 and 2 and the South line of Lot 15.

Parcel 2:

The exclusive right of use of limited common elements known as garage space G75 and storage space S73.

Commonly known as: 1480 Jefferson Street, Unit 402A, Des Plaines, IL 60016

Permanent Index Numbers: 09-17-410-013-1058