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Cook County Recorder 26.50

MAIL TO:
Hutchison, Anders & Hickey
16860 S. Oak Park Avenue
Tinley Park, IL 60477



PREPARED BY:
Hutchison, Anders & Hickey
16860 S. Oak Park Ave.
Tinley Park, IL 60477
(708) 532-7100

MORTGAGE

THIS INDENTURE WITNESSETH THAT THE MORTGAGOR, **MARK S. WOODS and DEBORAH A. WOODS**, his wife, of 1555 Westbury, Hoffman Estates,

MORTGAGE AND WARRANT TO **CHRIS GUHL and DIANE GUHL** of 203 Ridge, De Kalb, Illinois 60115,

THE FOLLOWING DESCRIBED REAL ESTATE, to wit:

OUTLOT 10 IN BLOCK 20, IN POPLAR HILLS UNIT 4, BEING A SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 9, AND A PART OF THE SOUTHWEST ¼ OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN: 02-19-327-049-0000
C/N/A: 1555 Westbury, Hoffman Estates, Illinois

situated in the County of Cook, State of Illinois hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements contained herein.

THIS MORTGAGE IS SUBJECT TO A NOTE DATED AUGUST 31, 2002 IN THE AMOUNT OF \$93,570.03 AND MADE BY MARK S. WOODS and DEBORAH A. WOODS TO CHRIS GUHL and DIANE GUHL.

BUT IT IS EXPRESSLY PROVIDED AND AGREED that if a default be made in the payment of 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 said promissory note in their mortgage mentioned, shall upon five days written notice, become immediately due and payable; and this Mortgage may be immediately foreclosed to pay the same by said Mortgagee; and it shall be lawful for the Mortgagee to enter into and upon the premises hereby granted, or any part thereof.

2/25/02

UPON the filing of any bill to foreclose this Mortgage in any Court having jurisdiction thereof, such Court may appoint any attorney of any Court of record or any proper receiver with power to collect the rents, issues, and profits, if any, arising out of said premises during the pendency of such foreclosure suit, and until the same 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 costs herein mentioned and described; upon filing a bill to foreclose this mortgage in any court of competent jurisdiction, there shall immediately become due and payable, an attorneys fee or a reasonable amount, to be taxed as costs in such suit; 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, said attorneys fees and all other costs of such suit, and all monies 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 not, and the interest thereon.

THE SAID MORTGAGOR covenants and agrees that he will keep all buildings that may at any time be upon said premises insured for their full insurable value, and make the loss, if any, payable to said Mortgagee to the extent of the indebtedness aforesaid.

UPON payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to the Mortgagor and shall prepare a release deed for Mortgagee within 30 days of full payment under this Mortgage. Mortgagor shall pay the costs of recordation, if any.

Date: August 31, 2002

Mark S. Woods

MARK S. WOODS

Deborah A. Woods

DEBORAH A. WOODS

Subscribed and Sworn to before me this 31st day of August, 2002.

David L. Anders
Notary Public

