

# UNOFFICIAL COPY



0021004675

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

**0021004675**

9080/0058 86 002 Page 1 of 5  
2002-09-13 09:49:57  
Cook County Recorder 32.50

CH 491528  
2 for 825167A

## MORTGAGE

STATE OF ILLINOIS  
COUNTY OF COOK

KNOW ALL ME BY THESE PRESENTS;

WHEREAS George Svetlik, and Veronika Svetlik, husband and wife (hereinafter called "Mortgagors"), are justly indebted to Frank V. Bervaldi, (hereinafter called "Mortgagee", in the sum of \$30,000.00, evidenced by one promissory note of even date herewith, and being due and payable according to the terms thereof; and

WHEREAS, Mortgagor agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW, THEREFORE, in consideration of the premises, said Mortgagor, and all others executing this mortgage do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Cook County, Illinois, to-wit:

Parcel I: (Legal Description attached as Exhibit A)

Parcel II: (Legal Description attached as Exhibit B)

TO HAVE AND TO HOLD the above granted property unto the said Mortgagee, Mortgagee's successors, heirs and assigns forever; and for the purpose of further securing payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at the Mortgagee's option pay off the same and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or

5

# UNOFFICIAL COPY

assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness and reimburses said Mortgagee or assigns for any amounts Mortgagee may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Courthouse door of said County (or the division thereof) where the property is located, at public outcry, to the highest bidder for cash and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended or that may then be necessary to expend, in paying insurance, taxes or other encumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and the undersigned further agrees that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agrees to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby

IN WITNESS WHEREOF, the undersigned, George Svetlik and Veronika Svetlik, have hereunto set their signatures and seal this 1<sup>st</sup> day of September, 2002.

 (Seal)

 (Seal)

UNOFFICIAL COPY

STATE OF FLORIDA  
*Monroe* COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, George Svetlik and Veronika Svetlik, husband and wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, they executed the same as their free and voluntary acts on the day the same bears date.

Given under my hand and official seal, this the 26<sup>th</sup> day of August, 2002

*Robin R. Gedmin*  
Notary Public

(SEAL)  
My commission expires \_\_\_\_\_



Robin R. Gedmin  
MY COMMISSION # CC794170 EXPIRES  
April 1, 2003  
BONDED THRU TROY FAIN INSURANCE, INC.

This document prepared by Richard E. Steck, 19 South LaSalle Street, Chicago, IL 60603

Return to: Jack Spottswood, 500 Fleming Street, Post Office Box 1900, Key West, FL 33041



Property of Cook County Clerk's Office

**UNOFFICIAL COPY****Secured Note**

\$30,000.00

Chicago, Illinois September 1, 2002

FOR VALUE RECEIVED, we, jointly and severally, promise to pay to the order of Frank V. Bervaldi, the principal sum of Thirty Thousand and 00/100 (\$30,000.00) Dollars and interest from September 1, 2002 on the balance of principal remaining from time to time unpaid at the rate of Ten (10%) percent per annum payable in installments of interest only as follows: Two-Hundred Fifty (\$250.00) Dollars or more on the day of 1st day of October, 2002, and Two-Hundred Fifty (\$250.00) Dollars or more on the first day of each calendar month thereafter, except that the final payment of principal and interest, if not sooner paid, shall be due on the 1<sup>st</sup> day of January, 2004. All such payments on account of the indebtedness evidenced by this note shall be first applied to interest on the unpaid principal balance and the remainder to principal; provided that each installment unless paid when due shall result in liquidated damages of: \$50.00 PER LATE PAYMENT. Any payment received within three days of its due date shall be deemed paid when due.

Said payments are to be made at such banking house or trust company in, Key West, Florida, as the legal holder of this note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of Jack Spottswood in said city.

The payment of this note is secured by a mortgage, bearing even date herewith, to Frank V. Bervaldi, on real estate in the County of Cook, State of Illinois; and it is agreed that at the election of the holder or holders hereof and without notice, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become at once due and payable with interest thereafter at the rate of fifteen percent (15%) per annum, at the place of payment aforesaid in case of default in the payment of principal or interest when due in accordance with the terms hereof or in case default shall occur and continue for three days (in which event election may be made at any time after the expiration of said three days, without notice) in the performance of any other agreement contained in said trust deed.

All parties hereto severally waived presentment for payment, notice of dishonor, protest and notice of protest.

  
George Svetlik

  
Veronika Svetlik

EXHIBIT A

LEGAL DESCRIPTION

PARCEL I:

PARCEL 1: LOT 6 IN BLOCK 3 IN GROH AND CHRISTIAN'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID# 16-30-205-003-0000

EXHIBIT B

LEGAL DESCRIPTION

PARCEL II:

PARCEL 2: LOT 34 IN BLOCK 3 IN GROH AND CHRISTIAN'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID# 16-30-205-024-0000

Property of Cook County Clerk's Office