

UNOFFICIAL COPY



0021451739

COOK COUNTY

RECORDER

0021451739

9858/0001 80 002 Page 1 of 4

2002-12-30 11:07:01

Cook County Recorder 30.50

MORTGAGE DEED EUGENE "GENE" MOORE
BRIDGEVIEW OFFICE

This Mortgage is given by Kimberly M. Wozniak, hereinafter called Borrower, of 9521 Jefferson, Brookfield, Illinois to Carol Klein, 25731 Olympic, Monee, Illinois, hereinafter called Lender, which term includes any holder of this Mortgage, to secure the payment of the PRINCIPAL SUM of One Thousand Five Hundred Ninety Eight and 78/100 Dollars (\$1598.78), together with interest thereon computed on the outstanding balance, all as provided in a Note having the same date as this Mortgage, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of the Note and this Mortgage.

In consideration of the loan made by Lender to Borrower the Borrower does hereby grant and convey to Lender, with MORTGAGE COVENANTS, the land with the buildings situated thereon and all the improvements and fixtures now and hereafter a part thereof, having a street address of:

9521 Jefferson Street, Brookfield, Illinois

and legally described as PIN # 15 34 127 066 0000

Lots 10 and 11 in Block 54 in S. E. Gross Second Addition to Grossdale, a Subdivision in the Northwest quarter of Section 34, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois

Borrower further covenants and agrees that:

1. No superior mortgage or the note secured by it will be modified without the consent of Lender hereunder.
2. Borrower will make full payment of amount due under the Note secured by this Mortgage at the sale closing of the real estate described herein.
3. In the event that Borrower fails to carry out the covenants and agreements set forth herein, the Lender may do and pay for whatever is necessary to protect the value of and the Lender's rights in the mortgaged property and any amounts so paid shall be added to the Principal Sum due the Lender hereunder.
4. In the event that any condition of this Mortgage or any senior mortgage shall be in default for fifteen (15) days, the entire debt shall become immediately due and payable at the option of the Lender. Lender shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.
5. This Mortgage is also security for all other direct and contingent liabilities of the Borrower to Lender which are due or become due and whether now existing or hereafter contracted.
6. Borrower further covenants and warrants to Lender that said land is free and clear of all encumbrances except the first mortgage held by Washington Mutual Bank.

This Mortgage is upon the STATUTORY CONDITION and the other conditions set forth herein, for breach of which Lender shall have the STATUTORY POWER OF SALE to the extent existing under State law.

Executed under seal this 27 day of December 2002.

Kimberly M. Wozniak
Kimberly M. Wozniak
Borrower

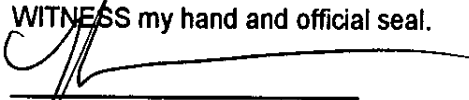
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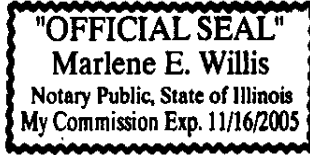
STATE OF ILLINOIS
COUNTY OF COOK

On December 27th 2002, Kimberly M. Wozniak personally known to me, appeared before me and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person acted and executed the instrument.

WITNESS my hand and official seal.



Notary Public



Property of Cook County Clerk's Office

McKANE
21127 80 AVE
FRANKFORT IL 60423



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PROMISSORY NOTE

15603805256

Principal amount: \$ 1056.39

Date: October 16, 2002

FOR VALUE RECEIVED, the undersigned hereby promise to pay to the order of Carol Klein, 25731 Olympic, Monee, Illinois 60449 the sum of One Thousand Fifty Six and 39/100 Dollars (\$ 1056.39), together with interest thereon at the rate of zero% per annum on the unpaid balance.

Said sum shall be paid immediately upon the closing and in full from the sale proceeds of the property at 9521 Jefferson, Brookfield, Illinois.

This note shall be at the option of any holder thereof be immediately due and payable upon the occurrence of any of the following: (1) Upon the death, incapacity, dissolution or liquidation of the undersigned. (2) Upon the filing by any of the undersigned of an assignment for the benefit of creditors, bankruptcy or other form of insolvency, or by suffering an involuntary petition in bankruptcy or receivership not vacated within thirty (30) days.

In the event this note shall not be in default and placed for collection, then the undersigned agrees to pay all reasonable attorney fees and costs of collection. Payments not made within five (5) days of due date shall be subject to a late charge of 10% of said payment. All payments hereunder shall be made to such address as may from time to time be designated by any holder.

The undersigned agrees to remain fully bound until this note shall be fully paid and waive demand, presentment and protest and all notices hereto and further agrees to remain bound notwithstanding any extension, modification, waiver, or other indulgence or discharge or release of any obligor hereunder or exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing, and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State of Illinois.

Kimberly M. Wozniak

Kimberly M. Wozniak
Borrower

Witnessed:

Witness

[Signature]

PROMISSORY NOTE

1560535491

Principal amount: \$ 542.39

Date: December 27, 2002

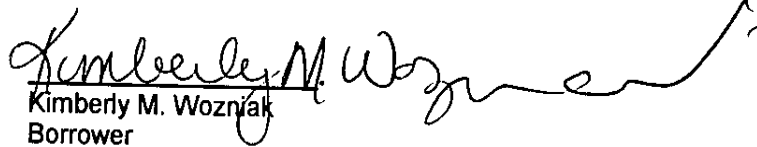
FOR VALUE RECEIVED, the undersigned hereby promise to pay to the order of Carol Klein, 25731 Olympic, Monee, Illinois 60449 the sum of Five Hundred Forty Two and 39/100 Dollars (\$ 542.39), together with interest thereon at the rate of zero% per annum on the unpaid balance.

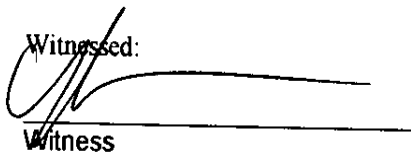
Said sum shall be paid immediately upon the closing and in full from the sale proceeds of the property at 9521 Jefferson, Brockfield, Illinois.

This note shall be at the option of any holder thereof be immediately due and payable upon the occurrence of any of the following: (1) Upon the death, incapacity, dissolution or liquidation of the undersigned. (2) Upon the filing by any of the undersigned of an assignment for the benefit of creditors, bankruptcy or other form of insolvency, or by suffering an involuntary petition in bankruptcy or receivership not vacated within thirty (30) days.

In the event this note shall not be in default and placed for collection, then the undersigned agrees to pay all reasonable attorney fees and costs of collection. Payments not made within five (5) days of due date shall be subject to a late charge of 10% of said payment. All payments hereunder shall be made to such address as may from time to time be designated by any holder.

The undersigned agrees to remain fully bound until this note shall be fully paid and waive demand, presentment and protest and all notices hereto and further agrees to remain bound notwithstanding any extension, modification, waiver, or other indulgence or discharge or release of any obligor hereunder or exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State of Illinois.


Kimberly M. Wozniak
Borrower

Witnessed:

Witness

PROPERTY OF PUBLIC RECORDS OFFICE