

MORTGAGE (Illinois)**UNOFFICIAL COPY**0021463160
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2002-12-31 16:03:35
Cook County Recorder 28.50

This indenture made this 3rd day of April, 2002,
between **SCOTT E. GRAHAM AND ROBERT S.
VRASTIL**, 5637 W. ST. JAMES CT., OAK LAWN,
ILLINOIS, 60453 (herein referred to as "Mortgagor"),
and



ZIYAD ABDELQADER, 8111 S. Kilbourn, Chicago,
Illinois 60652, (herein referred to as "Mortgagee"),
witnesseth:

THAT WHEREAS the Mortgagor is indebted to the Mortgagee upon the Note of even date herewith in the principal sum of TEN THOUSAND DOLLARS (\$10,000.00), payable to the order of and delivered to the Mortgagee, in and by which Note the Mortgagor promises to pay the said principal sum and interest, (if any) as provided in said Note, with a final payment of the balance due on the first day of May, 2007, and all of said principal and interest (if any) are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the home of the Mortgagee at 8111 S. Kilbourn, Chicago, Illinois 60652 appoint.

NOW THEREFORE the Mortgagor to secure the payment of the said principal sum of money and said interest (if any) in accordance with the terms, provisions, and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of one dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents, **CONVEYS AND WARRANTS** unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of her estate, right, title, and interest therein, situate, lying in and being in the Village of Oak Lawn, County of Cook, and State of Illinois, to wit:

LOT 7 LAKE LOUISE APARTMENTS FOURTH ADD SUB OF PT OF NE SEC 17-37-13

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which, with the property hereinafter described, is referred to herein as the "premises".

TOGETHER with all improvements, tenements, easement, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as mortgagors may be entitled thereto (which are pledged primarily and on a par with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves, and water heaters. All the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagor or her successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes and upon the uses herein set forth, free from all rights and benefit under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits of the Mortgagor does hereby expressly release and waive.

The name of the record owner is: _____

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PROMISSORY NOTE

SCOTT E. GRAHAM and ROBERT S. VRASTIL, (hereinafter referred to as Borrower)

ZIYAD ABDELQADER, (hereinafter referred to as Lender)

PROPERTY ADDRESS: 5637 W. St. James Ct., Oak Lawn, Illinois 60453

Principal amount: \$10,000.00 Date: April 3, 2002

FOR VALUE RECEIVED, the undersigned hereby jointly and severally promise to pay to the order of ZIYAD ABDELQADER (Lender) the sum of TEN THOUSAND DOLLARS (\$10,000.00), together with interest thereon at the rate of TEN PERCENT (10%) per annum on the unpaid balance. Said sum shall be paid in the following manner:

All payments shall be first applied to interest and the balance to principal. This note may be prepaid, at any time, in whole or in part, without penalty.

This note shall be due at the option of any holder thereof be immediately due and payable upon the occurrence of any of the following: 1) Failure to make any payment due hereunder within on or before its due date. 2) Breach of any condition of any security interest, mortgage, loan agreement, pledge agreement or guarantee granted as collateral security for this note. 3) Breach of any condition of any loan agreement, security agreement or mortgage, if any, having a priority over any loan agreement, security agreement or mortgage on collateral granted, in whole or in part, as collateral security for this note. 4) Upon the death, incapacity, dissolution or liquidation of any of the undersigned, or any endorser, guarantor to surety hereto. 5) 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 agree 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 15% (\$13.16) of said payment (\$87.76/mo.). All payments hereunder shall be made to such address as may from time to time be designated by any holder.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound until this note shall be fully paid and waive demand, presentment and protest and all notices hereto and further agree 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. Any modification or change in terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgement of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. 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.

Witnessed:

Witness

Witness

Borrower

Borrower

0021463160

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Witness the hand and seal of Mortgagor the day and year first above written.

Scott E. Graham

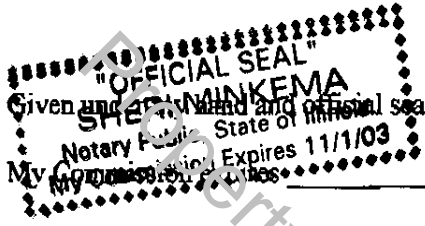
Scott E. Graham

Robert S. Vrastil

Robert S. Vrastil

State of Illinois, County of Will ss.

I, the undersigned, a Notary Public in and for said County and in said State, DO HEREBY CERTIFY that Scott E. Graham and Robert S. Vrastil, 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 she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the rights of homestead.



Given and sealed with official seal, this 3rd day of April, 2002.

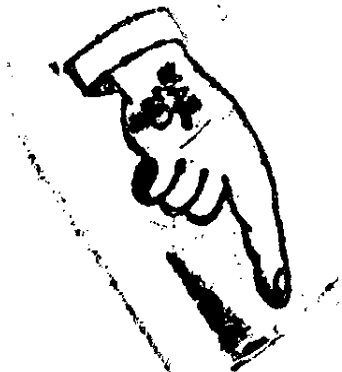
Sheri Minkema 11-1-03

This instruments was prepared by:

The Law Offices of Leonard J. Marturano
200 E. Northwest Highway
Suite 200
Palatine, Illinois 60067

Mail this instrument to:

The Law Offices of Leonard J. Marturano
200 E. Northwest Highway
Suite 200
Palatine, Illinois 60067



*Ziyad Abdelgaden
8111 S. Kilbourn
Chicago, IL 60652*

County of Cook Notary Public's Office