



00395821

Mortgage

Dated this 24th day of May, A. D. 2000 Loan No.

THIS INDENTURE WITNESSETH THAT THE UNDERSIGNED,

PAUL SIMON married to JOSEPHINE SIMON
of the County of Cook, State of Illinois,
hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to

Mutual Federal Savings and Loan Association of Chicago

a corporation organized and existing under the laws of the United States, hereinafter referred to as the Mortgagee, the following real estate situated in the County of Cook in the State of Illinois, to-wit:

Lot 10 and the South 1/2 of Lot 9 in Block 8, in H. O. Stone and Company's Brainard Park, being a Subdivision of the West 1/2 of the West 1/2 of the Northwest 1/4 and the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 9, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PROPERTY ADDRESS: 836 South Waiola Avenue, La Grange, IL 60525
PERMANENT TAX NUMBERS: 18-09-125-022-0000 and
18-09-125-028-0000

FATIC 0200159-308

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, venetian blinds, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not), together with all easements and the rents, issues and profits of every name, nature and kind. It being the intention hereby to establish an absolute transfer and assignments to the Mortgagee of all leases and avails of said premises and the furnishings and equipment therein. Such rents, issues and profits shall be applied first to the payment of all costs and expenses of acting under such assignment, including taxes and assessments, and second to the payment of any indebtedness then due and or incurred hereunder.

TO HAVE AND TO HOLD all of said property with said appurtenances, apparatus, fixtures and other equipment unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE (1) The payment of a note and the performance of the obligations therein contained, executed and delivered concurrently herewith by the Mortgagor to the Mortgagee in the principal sum of

Two Hundred Thousand and no/100----- Dollars (\$ 200,000.00),
Initials _____

Illinois Mortgage
44099-RETURN TO 99 (9213)

BOX 17

Mutual Federal Savings

THIS INSTRUMENT WAS PREPARED BY SAF Financial Services, Inc. • Rolling Meadows, IL • 1-800-323-3000
ROSALVA RUIZ
2222 W. Cermak Rd., Chicago, IL 60608

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the lien hereof; and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of 8% per annum which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, Mortgagee's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, stenographer's fees, Master's fees, and commissions, court costs, publication costs and costs (which may be estimated as to and include items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches, examinations and reports, guaranty policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises; and all amounts as aforesaid, together with interest as herein provided, shall become additional indebtedness of and be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this mortgage or the note hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any threatened or contemplated suit, or proceeding which might affect the premises or the security hereof, whether or not actually commenced: In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not, and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

(7) In case the mortgaged property or any part thereof is damaged, or destroyed by fire or any other cause, or taken by condemnation, then the Mortgagee is hereby empowered to receive any compensation which may be paid. Any monies so received shall be applied by the Mortgagee as it may elect, to the immediate reduction or payment in full of the indebtedness secured hereby, or to the repair and restoration of the property. In the event the Mortgagee makes inspections and disbursements during the repair and restoration of the property, the Mortgagee may make a charge not to exceed 2% of the amount of such disbursement.

(8) That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said note contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine, and the singular number, as used herein, shall include the plural, and that all rights and obligations under this mortgage shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the Mortgagor and Mortgagee.

IN WITNESS WHEREOF We have hereunto set our hands and seals, the day and year first above written.

Paul Simon (SEAL)
PAUL SIMON

Josephine Simon (SEAL)
JOSEPHINE SIMON
Solely for the purpose of waiving (SEAL)
her Homestead Rights

..... (SEAL)

..... (SEAL)

..... (SEAL)

State of Illinois }
County of Cook } ss.

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that
PAUL SIMON and JOSEPHINE SIMON, 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, including the release and waiver of the right of homestead. GIVEN under my hand and Notarial Seal, this 24th day of May, A. D. 2000.

RETURN TO
BOX 17
Mutual Federal Savings
Illinois Mortgage
44099 Custom 11/99 (9213)



Rosalva Ruiz
NOTARY PUBLIC
Initials *JR*

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SAF Financial Services, Inc. • Rolling Meadows, IL • 1-800-323-3000

00395821

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Box 17

Loan No. _____

Mortgage

PAUL SIMON married to

JOSEPHINE SIMON

To

**MUTUAL FEDERAL SAVINGS
AND LOAN ASSOCIATION OF CHICAGO**

2212 West Cermak Road

Chicago, Illinois 60608

All Phones: 847-7747

Recorder's Stamp:

Property of Cook County Clerk's Office

NOTARY PUBLIC STATE OF ILLINOIS
ROSAVA RUIS
OFFICIAL SEAL

00328800