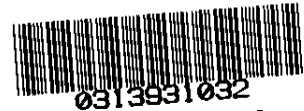


MORTGAGE

UNOFFICIAL COPY

THIS AGREEMENT made this 12<sup>th</sup> day of May, 2003, between COLE TAYLOR BANK & TRUST, NOT INDIVIDUALLY, BUT AS TRUSTEE U/T/A DATED THE 31<sup>ST</sup> OF MARCH 2002, A/K/A TRUST #03-9729, 7337 S. Claremont, Chicago, Illinois 60620, herein referred to as "Mortgagors", and CAPITAL TAX CORPORATION., an Illinois Corporation, 100 N. LaSalle, Suite 1111, Chicago, Illinois 60602, herein referred to as "Mortgagee", witnesseth:



Eugene "Gene" Moore Fee: \$28.50  
Cook County Recorder of Deeds  
Date: 05/19/2003 12:23 PM Pg: 1 of 3

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of Fifty Four Thousand and Five Hundred and 00/100 Dollars (\$54,500.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 12<sup>th</sup> day of June, 2003, and all said principal and interest 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 office of the Mortgagee at 100 N. LaSalle, Suite 1111, Chicago, Illinois 60602

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors 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 CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago, County of Cook, State of Illinois, to wit:

**LOT 34 AND THE NORTH 8 FEET ¼ INCH OF LOT 33 IN BLOCK 11 IN DEWEY AND HOGG'S SUBDIVISION OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**PERMANENT INDEX NUMBER: 20-30-117-015-0000**

**COMMON STREET ADDRESS: 7337 S. Claremont, Chicago, Illinois.60620**

which, with the property herein after described, is referred to herein as the "premise,"

TOGETHER with all improvements, tenements, easements, 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 parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used

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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, inador beds, 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 Mortgagors or their 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 benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

**COLE TAYLOR BANK & TRUST NOT INDIVIDUALLY, BUT AS TRUSTEE U/T/A DATED THE 31<sup>ST</sup> OF MARCH 2002, A//K/A TRUST # 03-9729**

Trustee's Exoneration and Discharge Herein And Made A Part Hereof

BY: [Signature]

VICE PRESIDENT

ATTEST: [Signature]

TRUST OFFICER

STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

I, the undersigned authority a Notary Public in and for the residing in said County, in the state aforesaid, DO HEREBY CERTIFY THAT KENNETH E. PIEKUT personally known to me to be the same person(s) whose name(s) 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, and the free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 24<sup>th</sup> day of APR, 2003.

Notary Public [Signature]  
Notarial Seal



This Instrument was prepared by and MAIL TO:

Balin & Smith, P.C.  
100 N. LaSalle, Suite 1111  
Chicago, Illinois 60602

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## ATTACHED LAND TRUST MORTGAGE EXONERATION RIDER

This MORTGAGE is executed by The Land Trustee, not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon vested in it as such Trustee (and said Land Trustee, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said Land Trustee personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressed or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the trustee and its successors and said Land Trustee personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.