

# UNOFFICIAL COPY



Eugene "Gene" Moore Fee: \$28.50  
Cook County Recorder of Deeds  
Date: 07/10/2003 09:04 AM Pg: 1 of 3

## MORTGAGE

THIS INDENTURE, made this 10<sup>th</sup> day of July, 2003 between Eduardo Tan and Linda M. Tan, his wife, of the County of Cook, State of Illinois, as "Mortgagor," and NORMAN DENZINGER TRUST Dated December 13, 1990, Mortgagees, of the City of Mt. Prospect, County of Cook, State of Illinois,

Herein referred to as "Mortgagee," WITNESSETH: That Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Promissory Note and Agreement", of even date herewith, executed by Mortgagor, made payable to **NORMAN DENZINGER TRUST Dated December 13, 1990** and delivered, in and by which note Mortgagor promises to pay the principal sum of \$54,698.00, FIFTY-FOUR THOUSAND SIX HUNDRED - NINETY-EIGHT DOLLARS 00/100 ; all such payments on account of the indebtedness evidenced by said note to be applied to the unpaid principal balance; the portion of each of said installments constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of 5% per annum, and all such payments being made payable at 630 S. Edward, Mt. Prospect, IL 60056 or such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof.

NOW THEREFORE, to secure the payment of said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned Note and 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, Mortgagor by these presents CONVEY AND WARRANT (See Legal Description attached hereto as Exhibit "A") unto the MORTGAGEES, their successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the County of Cook, State of Illinois, to wit:



Eduardo TAN  
1297 HARDING AVE 3-D  
DES PLAINES IL 60016

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PARCEL 1:

UNIT 3D OF THE DENWOOD CONDOMINIUMS AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

ALL OF LOTS 1 & 2 AND THE EAST TEN FEET OF LOT THREE IN BLOCK 3 IN MECHANICS ADDITION TO DES PLAINES, BEING ALLES SUBDIVISION OF THE SOUTH 15 ACRES OF THE WEST ½ OF THE NORTH EAST ¼ OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH IS ATTACHED TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED FEBRUARY 1, 1996 AS DOCUMENT NUMBER 96086076 IN COOK COUNTY, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION AS AMENDED FROM TIME TO TIME.

PARCEL 2:

THE EXCLUSIVE RIGHT OF USE TO PARKING SPACE P8 AND STORAGE SPACE S7.

which, with the property hereinafter described is referred to herein as the "premises", TOGETHER with all improvements, tenements, easements and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as mortgagors may be entitled thereof (which rents, issues and profits are pledged primarily and on a parity with said real estates and not secondarily,) and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air condition (whether single units or centrally controlled) and ventilation. All of the foregoing are declared and agreed to be apart of the articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

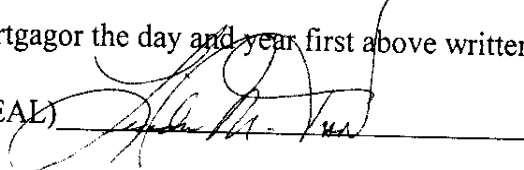
TO HAVE AND TO HOLD the premises unto the said Mortgagee his successors and assigns, forever, for the purposes, and upon the uses and trust herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits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

**This Mortgage consists of three pages. The covenants and provisions appearing in the Promissory Note and Agreement bearing even date hereof, are incorporated herein by reference and hereby are made a part hereof the same as though they; were here set out in full and shall be binding on Mortgagor, her heirs, successors and assigns.**

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



(SEAL)



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State of Illinois )SS  
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that **Eduardo Tan and Linda M. Tan**, his wife, personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he 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 official seal, this 1st day of July, 2003.

Commission expires Oct 24, 2004 *Catherine Denzinger*



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