

UNOFFICIAL COPY

MORTGAGE

This Indenture WITNESSETH, That the Mortgagor, FRANK J. EDELEN, County of Cook, State of Illinois, **Mortgages and Conveys** to SLEEMAN BUILDERS INC., an Illinois Corporation, to secure the payment of a certain indebtedness evidenced by one promissory note dated on the 21st day of August, 2003, executed by the Mortgagor, payable to the order of SLEEMAN BUILDERS INC., the principal sum of Two Hundred and Five Thousand Five Hundred Dollars and no/100th (\$205,500.00), with said mortgage earning no interest but with a maturity date of October 21, 2003, for the following described real estate, to wit:



Doc#: 0325446264
Eugene "Gene" Moore Fee: \$50.00
Cook County Recorder of Deeds
Date: 09/11/2003 03:19 PM Pg: 1 of 3

LOT 135 IN EVERGREEN VIEW OF ORLAND PARK UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED OCTOBER 16, 2001, AS DOCUMENT NO. 0010961525 IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 27-02-316-012-0000

Property Address: 14161 S. 88th Ave., Orland Park, Illinois, 60462

The mortgagor covenants and agrees as follows:

1. to pay said indebtedness, and the interest thereon, as herein and in said notes and coupons as provided, or according to any agreement extending time of payment;
2. to pay all taxes and assessments against said premises, and on demand, to exhibit receipts thereof;
3. that waste to said premises shall not be committed or suffered;
4. to keep all buildings at any time on said premises insured against loss by fire, in companies to be approved by the said mortgagee to the full insurable value thereof, with the usual mortgage clauses attached, in favor of and deliver all such policies to said mortgagee; and
5. not to suffer any mechanics or other lien to attach to said premises. In the event of failure so to insure, or pay taxes or assessments, the grantee, or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title effecting said premises; and all money so paid, the mortgagor agrees to repay immediately without demand, and the same, with interest

UNOFFICIAL COPY

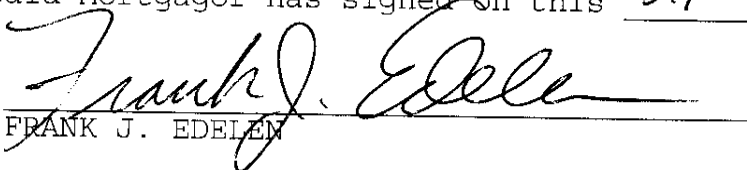
thereon from the date of payments at 0% per annum, shall be so much additional indebtedness secured hereby.

In the event of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach if applicable, shall be recoverable by foreclosure hereof, or by suit at law or both, the same as if all of said indebtedness had then matured by express terms.

It is agreed by the Mortgagor that all expenses and disbursements, paid or incurred in behalf of complainant in connection with the foreclosure hereof including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title to said premises embracing foreclosure decree, shall be paid by the mortgagor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the mortgagee, as such, may be a party shall also be paid by the mortgagor. All such expenses and disbursements shall be an additional lien upon the premises and shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceeding; which proceeding, whether such decree or sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and the costs of the suit, including attorneys fees, have been paid. The mortgagor waives all rights to the possession of, and income from said premises, pending such foreclosure proceedings, and until the period of redemption from any sale thereunder expires, and agree that upon the filing of any foreclosure suit, a receiver shall and may be at once appointed to take possession or charge of said premises, and collect such income, and the same, less receivership expenditures, including repairs, insurance premiums, taxes, assessments and their commissions, to pay to the person entitled to a deed under the certificate of sale, or in reduction of the redemption money if said premises be redeemed.

And it is further mutually understood and agreed, by and between the said parties hereto, that the covenants and agreements herein contained or entered into hereby, shall apply to, and as far as the law allows, be binding upon and be for the benefit of the heirs, executors, administrators and assigns of said parties respectively.

In Witness Whereof, the said Mortgagor has signed on this 21st day of August, 2003.


FRANK J. EDELEM

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, in and for said County, in the State aforesaid, do certify that **FRANK J. EDELEN**, personally known to me to be the same person whose name 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 set forth.

Given under my hand and notary seal this 9th day of September, 2003.

Robin Mathieu
NOTARY PUBLIC



Document Prepared By and Return to:

Law Office of Frank J. Edelen, 6815 W. 95th St., Suite 3E, Oak Lawn, IL, 60453, Tx(708) 598-6150.

Property of Cook County Clerk's Office