

PREPARED BY
Mail this instrument to:
Jon Tomos, Esq.
3553 W. Peterson #201
Chicago, Ill 60659

UNOFFICIAL COPY



Doc#: 0335726115
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 12/23/2003 12:33 PM Pg: 1 of 4

MORTGAGE

This mortgage is made on November 18, between ^{SINGLE} Ana Birsan and ^{SINGLE} Diana Birsan (Mortgagor), of 900 East Old Willow Road, Unit 103, Prospect Heights, Illinois 60070, and Valeriu Bularca and Camelia Bularca, husband and wife, (Mortgagee), of 18192 Clear Brook Circle, Boca Raton, Florida, 33498.

Mortgagor mortgages and warrant(s) to Mortgagee, Mortgagee's heirs, successors and assigns, the land and the improvements thereon located in Chicago, Cook County, Illinois, legally described as:

"SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE PART HEREOF"

Property Index Number: ~~32-42-010-271-1003~~ 03-24-202-027-1003
Commonly known as: 900 East Old Willow Rd., Unit 103, Prospect Heights, Ill 60070.

together with the improvements and appurtenances belonging to that land, and the rents, issues, and profits derived from them, and all fixtures now or later attached to or used in connection with the premises described herein.

To secure the performance of the covenants contained here and the payment of the principal sum of \$167,355.00, payable according to the terms of a certain promissory note bearing the same date as this mortgage, executed and delivered by mortgagor to mortgagee as follows: In one installment payment of \$167,355.00 due April 18, 2004.

And mortgagor covenants with mortgagee, while this mortgage remains in force, as follows:

SECTION I.

PAYMENT OF PRINCIPAL AND INTEREST

To pay the indebtedness in the time and in the manner provided herein above.

SECTION II.

TAXES AND ASSESSMENTS

To pay all taxes, assessments, water rates, and other charges that may be levied or assessed on or against the premises when they become due and payable, and also to pay when due any taxes on the interest or estate in the lands created or represented by this mortgage, or by the indebtedness, whether levied against Mortgagor or otherwise. To immediately pay off any lien having or that

UNOFFICIAL COPY

may have precedence over this mortgage, except as stated here, and to keep all the improvements erected and to be erected on the premises continually intact and in good order and repair, and to pay for all repairs and improvements promptly and to commit or suffer no waste of the premises, and to permit or to suffer no unlawful use.

SECTION III.

HAZARD INSURANCE

To keep the buildings and equipment on the premises insured against loss or damage by fire for the benefit of, with loss payable to, and in manner and amount approved by, and to deliver the policies as issued to Mortgagee with the premiums for those policies paid in full.

SECTION IV.

FAILURE TO PAY CHARGES

If default is made in the payment of taxes, assessments, water rates, liens, insurance, or other charges on the premises, or any part of them, Mortgagee may at its option make payment on those and the amount so paid, with interest on that amount at the same rate as provided for the principal indebtedness from that date of such payment, which payment will be impressed as an additional lien on the premises, and will be added to and become part of the indebtedness secured here, and will become immediately due and payable; and in case of the payment of taxes, assessments, water rates, liens, insurance, or other charges on the premises by mortgagee as provided above, the receipt or receipts of the proper officer or person for such payment in the hands of mortgagee will be conclusive evidence of the validity and amount of items so paid by mortgagee.

SECTION V.

ACCELERATION

If default is made in the payment of the principal sum or any other sum secured here or any part of it, in the payment of taxes, assessments, water rates, liens, insurance, or other charges on the premises or any part of them, or in the performance of any of the covenants and agreements contained here, the entire indebtedness secured here remaining unpaid will at once become due and collectible, if Mortgagee so elects, and without notice of that election.

SECTION VI.

SUCCESSOR IN INTEREST

In the event the ownership of the mortgaged premises or any part of them becomes vested in a person other than Mortgagor, Mortgagee may deal with such successor or successors in interest with reference to this mortgage and the debt secured here in the same manner as with Mortgagor, without in any manner vitiating or discharging mortgagor's liability under this mortgage or the debt secured here.

UNOFFICIAL COPY

SECTION VII.

SALE OF PROPERTY

Power is granted here by Mortgagor to Mortgagee, if default is made in the payment of the indebtedness, taxes, assessments, water rates, liens, or insurance premiums, or any part of them, at the time and in the manner agreed here, to grant, bargain, sell, release, and convey the premises with the appurtenances at public auction and to execute and deliver to the purchaser or purchasers at such sale, deeds of conveyance, good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds to retain all sums due hereon, the costs and charges of the sale, and the attorney fees provided by law, returning the surplus money, if any, to mortgagor or mortgagor's heirs and assigns, and such sale or a sale pursuant to a decree in chancery for the foreclosure hereof may at the option of mortgagee be made en masse.

SECTION VIII.

BINDING EFFECT

The covenants in this mortgage bind and the benefits and advantages inure to the respective heirs, assigns, and successors of the parties.

Signed by Mortgagor the day and year first above written.

Ana Birsan
Ana Birsan

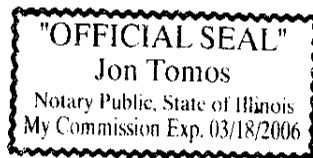
Diana Birsan
Diana Birsan

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 **Ana Birsan** and **Diana Birsan**, 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.

Given under my hand and official seal, this 18th day of November, 2003.

Commission expires March 18, 2006.



Jon Tomos
Notary Public

UNOFFICIAL COPY

UNIT NUMBER 900-103 IN THE WILLOW WOODS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:
PART OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN; AND ALSO PART OF LOT 5 IN ASSESSOR'S DIVISION OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 24826422; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 03-24-202-027-1003

Property of Cook County Clerk's Office