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Doc#: 0420441097
Eugene "Gene" Moore Fee: \$38.00
Cook County Recorder of Deeds
Date: 07/22/2004 10:19 AM Pg: 1 of 8

205.6552/MTC/HW
THIS DOCUMENT WAS ^{for all}

PREPARED BY
AND AFTER
RECORDING SHOULD
BE

RETURNED TO:

Mumtaz Khan
8315 Gross Ave
Morton Grove IL
60439

M.G.R. TITLE

THIS SPACE FOR RECORDER'S USE ONLY

RESIDENTIAL MORTGAGE

THIS INDENTURE is made as of this 20th day of July, 2004, between **Tuan Jack Tran, a single man, and Jenny Nguyen, a single woman, the "Mortgagor"**, and **Mumtaz A. Khan & Sameena Ziauddin** (the "Mortgagee").
Ziauddin II W

WITNESSETH, that the Mortgagor, in consideration of the sum of One Dollar and other good and sufficient consideration, to the Mortgagor in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, does hereby mortgage, grant and convey unto the Mortgagee and the Mortgagee's successors and assigns, forever, all of that certain property located in the County of Cook, and State of Illinois, and legally described on Exhibit A attached hereto and incorporated herein by reference, together with all improvements now or hereafter enacted on the property and all fixtures, easements, hereditaments and appurtenances belonging thereto (collectively, the "Property").

TO HAVE AND TO HOLD THE SAME, to the Mortgagee forever. The Mortgagor covenants with the Mortgagee as follows: That the Mortgagor is lawfully seized of the Property and has good right to convey the same; that the Property is free from all encumbrances, except as indicated on Exhibit B attached hereto and incorporated herein by reference; that the Mortgagee shall quietly enjoy and possess the same; and that the Mortgagor will Warrant and Defend the title to the same against all lawful claims.

PROVIDED, NEVERTHELESS: That if the Mortgagor shall pay to the Mortgagee the sum of Ten Thousand and No/100 DOLLARS (\$10,000.00), according to the

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terms of a note dated of even date herewith (the "Note"), the final payment being due and payable on the first to occur of (a) the sale or other disposition by the Mortgagor of the Property, or (b) that date which is two (2) years from the date hereof, with interest at the rate specified in the Note, and shall also repay to the Mortgagee, at the time and with interest as specified, all sums advanced in protecting the lien of this Mortgage, in payment of taxes on the Property, insurance premiums covering buildings thereon, expenses and attorneys' fees herein provided for and sums advanced for any other purpose authorized herein, and shall keep and perform all the covenants and agreements herein contained, then this Mortgage shall be null and void, and shall be released at the Mortgagor's expense.

AND THE MORTGAGOR covenants with the Mortgagee as follows:

1. to promptly pay the principal sum of money and interest as specified in the Note;
2. to pay all taxes and assessments, homeowner assessments and water, sewer and other charges attributable to the Property now due or that may hereafter become liens against the Property before penalties attach thereto;
3. to keep all buildings, improvements and fixtures now or later located on the Property or a part thereof insured against loss by fire, extended coverage perils, vandalism, and malicious mischief for at least the amount of full insurable value at all times while any amount remains unpaid under this Mortgage. If any of the buildings, improvements or fixtures is located in a federally designated flood prone area, and if flood insurance is available for that area, the Mortgagor shall procure and maintain flood insurance in amounts reasonably satisfactory to the Mortgagee. Each insurance policy shall contain a loss payable clause in favor of the Mortgagee affording all rights and privileges customarily provided under the so-called standard mortgagee clause. In the event of damage to the Property by fire or other casualty, the Mortgagor shall promptly give notice of such damage to the Mortgagee and the insurance company. The insurance shall be issued by an insurance company or companies licensed to do business in the State of Illinois and acceptable to the Mortgagee. The insurance policies shall provide for not less than ten (10) days' written notice to the Mortgagee before cancellation, non-renewal, termination, or change in coverage, and the Mortgagor shall deliver to the Mortgagee a duplicate original or certificate of such insurance policies;
4. to pay, when due, both principal and interest of all prior liens or encumbrances, if any, and to keep the Property free and clear of all other liens or encumbrances, other than those set forth on Exhibit B;
5. to commit or permit no waste on the Property and to keep it in good condition and repair;
6. to complete forthwith any improvements which may hereafter be under course of construction on the Property; and

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7. to pay any other expenses and attorneys' fees incurred by the Mortgagee by reason of litigation with any third party for the protection of the lien of this Mortgage.

In case of failure to pay said taxes and assessments, prior liens or encumbrances, expenses and attorneys' fees as above specified, or to insure said buildings, improvements and fixtures and deliver the policies as aforesaid, the Mortgagee may pay such taxes, assessments, prior liens, expenses and attorneys' fees and interest thereon, or obtain such insurance, and the sums so paid shall bear interest from the date of such payment at the rate set forth in the Note, and shall be imposed as an additional lien upon the Property and be immediately due and payable from the Mortgagor to the Mortgagee and this Mortgage shall from date thereof secure the repayment of such advances with interest.

The Mortgagor shall not create or permit to be created or to remain any subordinate lien on the Property or any part thereof to secure any indebtedness for borrowed money, without obtaining the prior written consent of the Mortgagee.

The Property, or any part thereof, shall not be sold, conveyed, transferred or encumbered in violation of the terms of this Agreement, or full possessory rights therein transferred, whether voluntarily, involuntarily or by operation of law; this provision shall apply to each and every sale, transfer, conveyance or encumbrance regardless of whether or not the Mortgagee has consented or waived its rights, whether by action or omission, in connection with any previous sale, transfer, conveyance or encumbrance.

In case of default of any of the foregoing covenants, the Mortgagor confers upon the Mortgagee the option of declaring the unpaid balance of the Note and the interest accrued thereon, together with all sums advanced hereunder, immediately due and payable without notice, and hereby authorizes and empowers the Mortgagee to foreclose this Mortgage by judicial proceedings or to sell the Property at public auction and convey the same to the purchaser in fee simple in accordance with the statute, and out of the moneys arising from such sale to retain all sums secured hereby, with interest and all legal costs and charges of such foreclosure and the maximum attorneys' fees permitted by law, with costs, charges and fees the Mortgagor herein agrees to pay. The proceeds of any foreclosure sale of the Property shall be applied as follows: first, to all costs, expenses and fees incident to the foreclosure proceedings; second, as set forth in Section 2 of the covenants of the Mortgagor and the Mortgagee set forth below; and third, any balance to the Mortgagor or as a court may direct.

The Mortgagor and the Mortgagee further covenant and agree as follows:

1. The Mortgagor shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereto.
2. Unless prohibited by applicable law, the Mortgagee shall apply all payments it receives under this Mortgage or the Note: (a) first to any sums advanced by the Mortgagee to protect the security of this Mortgage or the Note and any costs or expenses in connection therewith, then (b) to interest payable on the Note and then (c) to Note principal (and if principal is due in installments, application shall be

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made to such installments in the inverse order of their maturity). Any applications to principal of awards shall not extend or postpone the due date of any installments of principal or interest, or change the amount of such installments or of the other charges or payments provided in the Note.

3. Upon default of any covenant or agreement by the Mortgagor under the terms of the Note or this Mortgage, the Mortgagee, prior to foreclosure, shall mail notice to the Mortgagor as provided herein specifying; (a) the nature of the default by the Mortgagor; (b) the action required to cure such default; (c) a date, not less than thirty (30) days from the date the notice is mailed to the Mortgagor by which such default must be cured; and (d) the failure to cure such default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property.
4. In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the Property or to the common elements, any proceeds payable to the Mortgagor are hereby assigned and shall be paid to the Mortgagee for application to the sums secured by this Mortgage, whether or not then due, with the excess, if any, paid to the Mortgagor.
5. The proceeds of any award or claim for damages, direct or consequential, payable to the Mortgagor in connection with any condemnation or other taking of all or any part of the Property, whether of the Property or the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Mortgagee.
6. The Mortgagor shall not, except after notice to the Mortgagee and with the Mortgagee's prior written consent, either partition or subdivide the Property.
7. In addition to any notice required under applicable law to be given in another manner, (a) any notice to the Mortgagor provided for in this Mortgage shall be given by mailing such notice by prepaid certified mail, return receipt requested, addressed to the Mortgagor at the following address: of 3753 W. Wilson, Unit #1, Chicago, IL 60625, or at such other address as the Mortgagor may designate by notice in writing to the Mortgagee as provided herein, and (b) any notice to the Mortgagee shall be given by mailing such notice by prepaid certified mail, return receipt requested to the Mortgagee at the following address ~~7842 Luna Ave., Morton Grove, IL 60043~~⁵³, or to such other address as the Mortgagee may designate by notice in writing to the Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to the Mortgagor or the Mortgagee when given in the manner designated herein.
8. The covenants and agreements contained herein shall bind, and the rights and duties hereunder shall inure to, the respective heirs, executors, legal representatives, successors and permitted assigns of the Mortgagor and the Mortgagee, unless otherwise specifically provided herein.

IT IN

8315 Grass
Point Rd

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9. The laws of the State of Illinois shall govern the interpretation and enforcement of this Mortgage. If any provision or clause of this Mortgage, or the application thereof, is adjudicated to be invalid or unenforceable, the validity or enforceability of the remainder of this Mortgage shall be construed without reference to the invalid or unenforceable provision or clause.
10. If any provision in this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (the "Act") the provisions of the Act shall take precedence over the Mortgage provisions, but shall not invalidate or render unenforceable any other Mortgage provision that can be construed in a manner consistent with the Act. If any Mortgage provision grants the Mortgagee any rights or remedies upon the Mortgagor's default that are more limited than the rights that would otherwise be vested in the Mortgagee under the Act in the absence of such provision, the Mortgagee shall be vested with the rights granted in the Act to the full extent permitted by law. Without limiting the generality of the foregoing, all expenses incurred by the Mortgagee to the extent reimbursable under Sections 15/1510 and 15/1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.
11. In accordance with Illinois law, the Mortgagor hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.

The terms of this Mortgage shall run with the Property and bind the parties hereto and their successors in interest.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

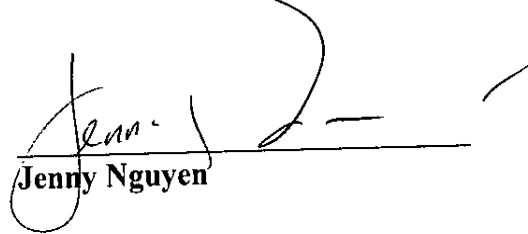
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IN TESTIMONY WHEREOF, the Mortgagor has hereunto set his hand the day and year first above written.

MORTGAGOR:



Tuan Jack Tran



Jenny Nguyen

Property of Cook County Office

STATE OF ILLINOIS

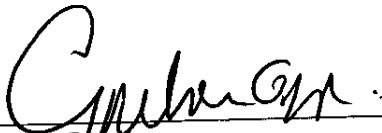
COUNTY OF Cook

) ss.
)

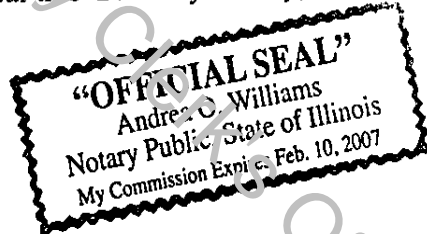
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Tuan Jack Tran and Jenny Nguyen, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act for the uses and purposes therein set forth.

* BOTH SINGLE PERSONS TTJN

GIVEN under my hand and Notarial Seal this 20th day of July, 2004.



Notary Public

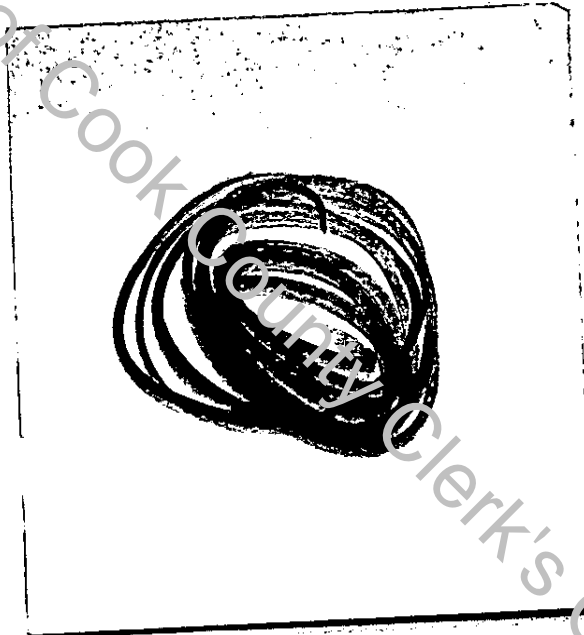


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EXHIBIT B

Permitted Encumbrances

1. General taxes for the year 2003 and subsequent years not yet due and payable.



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LOT 259 IN KRENN AND DATO'S DEVON KEDZIE ADDITION TO NORTH EDGEWATER BEING A
SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH,
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN #: 13-01-111-033-0000

Commonly known as: 6212 N. SACRAMENTO
CHICAGO, Illinois 60659

Property of Cook County Clerk's Office