

# UNOFFICIAL COPY



Doc#: 0432748145  
Eugene "Gene" Moore Fee: \$28.50  
Cook County Recorder of Deeds  
Date: 11/22/2004 10:18 AM Pg: 1 of 3

## REAL ESTATE MORTGAGE

**THIS INDENTURE WITNESSETH**, That  
The Mortgagor(s), Chad W. Jones of the City  
of Chicago, County of Cook, State of Illinois,  
Mortgage(s) and Warrant(s) to Lloyd's Plan,  
Inc. of the City of Moline, County of Rock  
Island, in the State of Illinois,

to secure payment of Twenty-two thousand, nine hundred fourteen and 27/100 (\$22,914.27) DOLLARS payable as follows, to-wit: Five hundred thirteen and 61/100 or more per month (\$513.61) on the 13<sup>th</sup> day of September and Three hundred seventy-one and 62/100 (\$371.62) or a like amount on the 13<sup>th</sup> day of each month thereafter until fully paid, with interest at the rate of Fifteen (15.00) percent per annum, payable annually, according to the tenor and effect of certain promissory note of even date herewith payable to the order of said Mortgagee(s) and signed by said Mortgagor(s) ALL OF THE FOLLOWING DESCRIBED REAL ESTATE, to-wit:

See attached Exhibit "A"

including the rents and profits arising or to arise from said real estate from default until the time to redeem from any sale under decree of foreclosure hereof shall expire, situated in the County of Cook and State of Illinois, hereby releasing and waiving all rights under any virtue of the Homestead Exemption Laws of the State of Illinois, and all right to retain possession of said premises after any default in or breach of any of the covenants, agreements, or provisions herein contained.

**And It is Further Provided and Agreed** that if default be made in the payment of said promissory note(s) (or any of them) or any part thereof, or the interest thereon or any part thereof, when due, or in case of waste or non-payment of taxes or assessments, or neglect to procure or renew insurance, as hereinafter provided, then and in such case, the whole of said principal and interest secured by the said note(s) in this mortgage mentioned shall thereupon at the option of the holder of said note(s) become immediately due and payable; anything herein or in said promissory note(s) contained to the contrary notwithstanding and this mortgage may, without notice to said Mortgagor(s) of said option or election, be immediately foreclosed; and it shall be lawful for said Mortgagee(s), agents or attorneys, to enter into and upon said premises and to receive all rents, issues and profits thereof, the same when collected, after the deduction of reasonable expenses, to be applied upon the indebtedness secured hereby, and the court wherein any such suit is pending may appoint a Receiver to collect said rents, issues and profits to be applied on the interest accruing after foreclosure sale, the taxes and the amount found due by such decree.

**And the Said Mortgagor(s) Further Covenant(s) and Agree(s)** to and with said Mortgagee(s) that they will in the meantime pay all taxes and assessments on the said premises, and will as a further security for the payment of said indebtedness keep all buildings that may at any time be upon said premises insured in some reliable company, up to the insurable value thereof, or up to the amount remaining unpaid of the said indebtedness by suitable policies, payable in case of loss to the said Mortgagee(s) and to deliver to them all policies of insurance thereon, as soon as effected, and all renewal certificates therefore; and said Mortgagee(s) shall have the right to collect, receive and receipt, in the name of said Mortgagor(s) or otherwise; for any and all money that may become payable and collectable upon any such policies of insurance by reason of damage to or destruction of said buildings or any of them, and apply the same less their reasonable expenses in obtaining such money in satisfaction of the money secured hereby, or in case of said Mortgagee(s) shall so elect, may use the same in repairing or rebuilding such building and in case of refusal or neglect of said Mortgagor(s) thus to insure or deliver such policies, or to pay taxes, said Mortgagee(s) may procure such insurance or pay such taxes, and all monies thus paid shall be secured hereby, and shall bear interest at six per cent and be paid out of the proceeds of the sale of said premises, or out of such insurance money if not otherwise paid by said Mortgagor(s).

5-1  
2-3  
MVA  
5/1

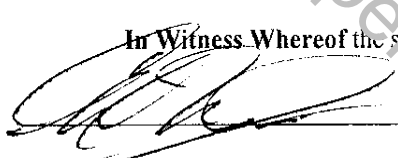
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And Said Mortgagor(s) Further Agree(s) that in case of default in the payment of the interest on said note(s) when it becomes due and payable it shall bear like interest with the principal of said note.

And It Is Further Expressly Agreed By and Between Said Mortgagor(s) and Mortgagee(s), that if default be made in the payment of said promissory note(s) or in any of them or any part thereof, or the interest thereon, or any part thereof, when due, or in case of a breach in any of the covenants, or agreements herein contained, or in case said Mortgagee(s) is made a party to any suit by reason of the existence of this mortgage, then or in any such cases, said Mortgagor(s) shall at once owe said Mortgagee(s) reasonable attorney's or solicitor's fees for protecting their interest in such suit and for the collection of the amount due and secured by this mortgage, whether by foreclosure proceeding or otherwise, and a lien is hereby given upon said premises for such fees, and in case of foreclosure hereof, a decree shall be entered for such reasonable fees, together with whatever other indebtedness may be due and secured hereby.

And It Is Further Mutually Understood and Agreed, by and between the parties hereto, the covenants, agreements and provisions herein contained 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.

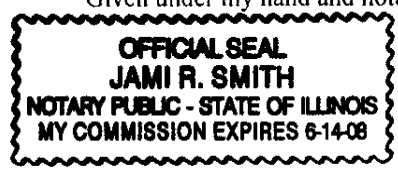
In Witness Whereof the said Mortgagor(s) have hereunto set their hand and seal this 30<sup>th</sup> day of July, 2004.

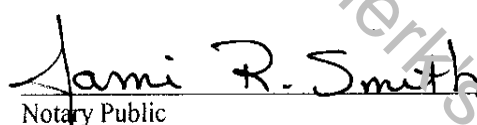
 (SEAL) \_\_\_\_\_ (SEAL)  
CHAD W JONES (SEAL) \_\_\_\_\_ (SEAL)

STATE OF ILLINOIS, COUNTY OF Rock Island ~~Cook~~, ss.

I, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that CHAD W JONES, personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed, and delivered said instrument as his/her/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 notarial seal this 30<sup>th</sup> day of July, 2004.



  
\_\_\_\_\_  
Notary Public

THIS INSTRUMENT PREPARED BY:  
AND RETURN TO:  
Jami R. Smith  
Lloyd's Plan, Inc.  
3926 38<sup>th</sup> Avenue  
Moline, IL 61265

**UNOFFICIAL COPY****Exhibit A****Parcel 1:**

Unit 604 in 1250 North LaSalle Condominium as delineated on and defined on the plat of survey of the following described parcel of real estate:

Parts of lots 1 to 5 inclusive, in Dickinson, Muller and Mckinlay's subdivision of sub-lot 21 in the resubdivision of lot 43 (except the North 120 feet thereof) and of sub-lots 1 to 21 both inclusive in Reeve's subdivision of lots 44, 47, 48, 57 and 58 inclusive in Bronson's Addition to Chicago; and the East 101 feet of lots 59 and 60 in said Bronson's Addition, in the Northeast 1/4 of section 4, township 39 North, range 14 East of the Third Principal Meridian, (except, however, that part of said premises lying between the West line of LaSalle Street and a line 14 feet west of and parallel with the West line of North LaSalle Street) in Cook County, Illinois.

**Also**

Parts of lots 15 to 20 inclusive, in the resubdivision of lot 43 (except the North 120 feet thereof) and of sub-lots 1 to 21, both inclusive, in Reeve's subdivision of lots 44, 47, 48, 57 and 58 in Bronson's Addition to Chicago, in section 4, township 39 North, Range 14 East of the Third Principal Meridian, (except, however, from said premises that part thereof lying between the west line of North LaSalle Street and a line 14 West of and parallel with the West line of North LaSalle Street, conveyed to the City of Chicago by Quit Claim Deed dated November 19, 1931 and recorded December 22, 1931 as document number 11022266) in Cook County, Illinois.

Which survey is attached as Exhibit "A" to the Declaration of Condominium recorded September 25, 2000 as document number 00745214, as amended from time to time, together with its undivided percentage interest in the common elements.

**Parcel 2:**

Easement for the benefit of Parcel 1 for Air Rights as disclosed by Declaration of Easements and Restrictions dated September 5, 2000 and recorded September 15, 2000 as document number 00718025 made by 1250 LLC, an Illinois Limited Liability Company as amended by First Amendment to Declaration of Easements and Restrictions recorded November 29, 2000 as document 00935984.

**Parcel 3:**

Easement for the benefit of Parcel 1 for support, common walls, ceilings and floors, equipment and utilities, improvements, and other things as disclosed by Agreement and Declaration of Easements, Reservations, Covenants and Restrictions dated September 23, 2003 and recorded September 26, 2003 as document number 0326931151 made by 1250 LLC, an Illinois limited liability company and 1250 North LaSalle Condominium Association, an Illinois not-for-profit corporation.