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Doc#: 0533243196 Fee: \$28.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/28/2005 02:05 PM Pg: 1 of 3

FIRST MORTGAGE

Above Space for Recorder's Use Only

THIS AGREEMENT made October 26th, 2005 between FRED TYLER, CARL BETTI and DAVID M. MARINIER, herein referred to as "Mortgagees," and LARRY HUTCHENS, *a married man* herein referred to as "Mortgagor," witnesseth:

THAT WHEREAS the Mortgagor is justly indebted to the Mortgagees upon the installment note of even date herewith, in the principal sum of Ten Thousand Dollars (\$10,000.00), payable to the order of and delivered to the Mortgagees, in and by which note the Mortgagor promises to pay the said principal sum and interest at the rate and in installments as provided in said note and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint.

NOW, THEREFORE, the Mortgagor to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagees, and the Mortgagees' successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situated, lying and being in the Village of Brookfield, County of Cook, in State of Illinois, to wit:

LOTS 26 AND 27 IN BLOCK 17 IN HOLLYWOOD, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 100 ACRES THEREOF AND EXCEPT THE RIGHT OF WAY OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD), RECORDED ON APRIL 2, 1914 AS DOCUMENT NO. 05387901, AND DOCUMENT NO. 11371319, IN COOK COUNTY, ILLINOIS.

which, with the property herein after described, is referred to herein as the "premise,"

Permanent Real Estate Index Numbers 15-35-321-036-0000 & 15-35-321-037-0000

Address of Real Estate: 3840 Hollywood Avenue, Brookfield, Illinois 60513

Mortgagor shall pay all taxes, assessments, charges, fines and impositions attributable to the premise which can attain priority over this Mortgage, leasehold payments or ground rents on the premises, if any, and any assessments. Mortgagors shall also promptly discharge any lien

First American Title
Order # 1246150

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which has priority over this Mortgage.

Mortgagor shall keep the improvements now existing or hereafter erected on the premises insured against loss by fire, hazards included in the term "extended coverage" and any other hazards including but not limited to earthquakes and floods. If the Mortgagor fails to maintain any of the coverages described above, Mortgagees may obtain insurance coverage, at Mortgagee's option and Mortgagor's expense. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagees may make any proof of loss if not made promptly by Mortgagor. Unless otherwise agreed in writing, any insurance proceeds, whether or not the underlying insurance was required by Mortgagees, shall be applied to the restoration or repair of the premises. If Mortgagor abandons the premises, Mortgagees may file, negotiate and settle any available insurance claim and related matters.

Mortgagor shall not destroy, damage or impair the premises, allow the premises to deteriorate or commit waste on the premises. Mortgagor shall also maintain the premises in order to prevent the premises from deteriorating or decreasing in value due to its condition.

All miscellaneous Proceeds are hereby assigned to and shall be paid to Mortgagees.

There shall be no extensions of time for payment or modification of amortization unless expressly agreed to in writing by the Mortgagor.

This Mortgage shall be governed by federal law and the law of the jurisdiction in which the premises is located, namely Illinois.

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagor or her successors or assigns shall be considered as constituting part of the real estate.

The name of the record owner is Larry Hutchens

This mortgage consists of three pages. The covenants, conditions and provisions appearing on pages 3 are incorporated herein by reference and are a part hereof and shall be binding on Mortgagor, her heirs, successors and assigns.

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BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in this Mortgage.

PLEASE PRINT
OR TYPE NAME(S)
BELOW SIGNATURE(S)

ATTEST:

Larry Hutchens
LARRY HUTCHENS

State of Illinois, County of Cook ss:

SEAL

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Larry Hutchens is 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, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

I married her

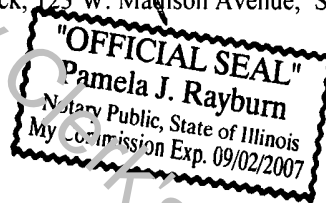
Given under my hand and official seal this 25th day of October, 2005

Pamela J. Rayburn
Notary Public

This instrument was prepared by Jennifer K. Poltrock, Poltrock & Poltrock, 123 W. Madison Avenue, Suite 1800, Chicago, IL 60602.

OR RECORDER'S OFFICE BOX NO. _____

Return to: Jennifer K. Poltrock
Poltrock & Poltrock
123 W. Madison Suite 1800
Chicago, IL 60602



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