

G/T

UNOFFICIAL COPY MORTGAGE

4365371 G/T-Dmt's

THIS INDENTURE WITNESSETH: That the undersigned Adnan Elhaj and Nadia Elhaj, his wife and Marwan Elhaj and Hanan Elhaj, his wife

of the City of Chicago

County of Cook

, State of Illinois,
hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

Columbus Savings Bank

a corporation organized and existing under the laws of the State of Illinois, hereinafter referred to as the Mortgagee, the following real estate, situated in the County of Cook in the State of Illinois, to wit: Lots 1 and 2 in the Subdivision of Block 1 in Bloom's

Subdivision of the North 1/2 of Block 22 (except the South 16-1/2 feet thereof) in the Canal Trustees Subdivision of the East 1/2 of Section 31, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

This Document was prepared at: Columbus Savings Bank

2525 West 47th Street

Chicago, Illinois 60632

Property Address: 1701-03 West 35th Street P.I.N.#17-31-405-007-0000 & 17-31-405-008-0000
Chicago, Illinois 60609



0604753045

Doc#: 0604753045 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 02/16/2006 07:54 AM Pg: 1 of 2

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, venetian blinds, in-a-door beds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee.

TO HAVE AND TO HOLD all of said property unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made by the Mortgagor in favor of the Mortgagee, bearing even date herewith in the sum of Two Hundred Thousand and 00/100 Dollars (\$ 200,000.00), which note,

together with interest thereon as provided by said note, is payable in monthly installments of One Thousand Seven Hundred Fourteen and 00/100 DOLLARS (\$ 1714.00)

on the 1st day of each month, commencing with March, 2006 until the entire sum is paid.

It is further agreed and understood by and between the parties hereto that should the above described real estate, at any time hereafter, be sold or title thereto transferred by deed of conveyance or by operation of law, then the amount of principal balance then remaining due secured by this mortgage shall become immediately due and payable at any time hereafter at the option of the owner or holder of this mortgage. Acceptance of any monthly installment payments on account of said obligation by the owner or holder of this mortgage shall not, in any way, constitute a waiver by the owner or holder of this option to accelerate the payment of the entire obligation secured by this mortgage.

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

A. THE MORTGAGOR COVENANTS:

(1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those heretofore due, (the monthly payment provided by said note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor.

(2) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire, lightning, windstorm and such other hazards, including liability under laws relating to intoxicating liquors and including for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same as shall be satisfactory to the Mortgagee, in such companies, through such agents or brokers, and in such form to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee as its interest may appear.

(3) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; to keep said premises in good condition and repair, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; to comply with all requirements of law with respect to the mortgaged premises and the use thereof;

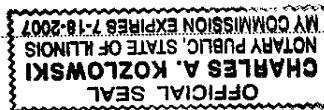
(4) That if the Mortgagor shall procure contracts of insurance upon his life and disability insurance for loss of time by accidental injury or sickness, or either such contract, making the Mortgagee assignee thereunder, the Mortgagee may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this mortgage to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.

2pm

UNOFFICIAL COPY

MORTGAGE

Loan No. 100-698



My Commission Expires

Given under my hand and Notarial Seal, this 26th day of January, 2006
of the right of homestead.

This free and voluntary act, for the uses and purposes herein set forth, including the release and waiver
before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as
personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared
of the right of homestead.

DO HEREBY CERTIFY that Agnian Elhaej and Nadia Elhaej, his wife and Marwan Elhaej and Haneen Elhaej, I, Charles A. Kozlowski, a Notary Public in and for said county, in the State aforesaid,

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this **20th**

B. MORTGAGE FURTHER COVENANTS: