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Doc#: 0622040092 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/08/2008 11:38 AM Pg: 1 of 4

MORTGAGE

By Individual to Corporation Form 1498
Perfection Legal Forms, Rockford, IL
61101

1267898
FIRST AMERICAN TITLE
ORDER

THIS INDENTURE WITNESSETH,
that the Mortgagors

Mathai V. Thomas and Susamma Thomas
("Mortgagors")

of the City of Chicago
In the County of Cook
And State of Illinois

MORTGAGES AND WARRANTS TO

First American Title Insurance Company
("Mortgagee")

A corporation duly organized and doing business under and by virtue of the State of Illinois having its principal office in the city of Warrenville, County of DuPage and State of Illinois.

Mortgagor owes Mortgagee the principal sum of Forty-Seven Thousand Eight Hundred Eighty And 12/100 Dollars (U.S. \$47,880.12). This debt is evidenced by Mortgagor's Note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on the sale of the property. This Security Instrument secures to Mortgagee the repayment of the debt evidenced by the Note with interest, and all renewals, extensions and modifications of the Note in monthly installments of Three Hundred Fifty-One And 33/100 Dollars (U.S. \$351.33) per month at Eight (8%) per cent annum, said payments beginning on June 15, 2006 for a term of three hundred sixty (360) months,

THE FOLLOWING DESCRIBED REAL ESTATE, to-wit:

See Exhibit "A" attached

Situated in the City of Chicago, County of Cook and State of Illinois hereby releasing and waiving all rights under and by virtue of the homestead exception laws of the State of Illinois and all right to retain possession after a breach in any of the covenants herein.

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The Mortgagor covenants and agrees as follows: (1) to pay said indebtedness, and the interest thereon, as herein and in said notes and coupons provided, or according to any agreement extending time of payment; (2) to pay on time all taxes and assessments against said premises, and on demand, to exhibit receipt thereof; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings at any time on said premises insured by extended coverage insurance and insured against loss by fire, in companies to be approved by the said mortgagee to the full insurable value thereof, with the usual mortgage clauses attached, in favor of, and deliver all such policies to said mortgagee; and (6) not to suffer any mechanics or other lien to attach to said premises. In the event of failure so to insure, or pay taxes or assessments, the mortgagee, or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien on the effecting said premises, and all money so paid, the mortgagors agree to repay immediately without demand, and the same, with interest thereon from the date of payment at seven per cent annum, shall be so much additional indebtedness secure hereby.

In the Event of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, with interest thereon from time of such breach, at the highest rate of interest allowed by law shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

It is agreed by the mortgagor that all expenses and disbursements, paid or incurred in behalf of complainant in connection with the foreclosure hereof – solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title to said premises embracing foreclosure decree – shall be paid by the mortgagor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the mortgagee, as such, may be a party, shall also be paid by the mortgagors. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceeding; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees, have been paid. The mortgagor waives all right to the possession of, and income from, said premises, pending such foreclosure proceedings, and until the period of redemption from any sale thereunder expires, and agrees that upon the filing of any bill to foreclosure this Mortgage Deed, a Receiver shall and may at once be appointed to take possession or charge of said premises, and collect such income, and the same, less receivership expenditures, including repairs, insurance premiums, taxes, assessments and his commissions, to pay to the person entitled to a deed under the certificate of sale, or in reduction of the redemption money is said premises be redeemed.

And it is Further Mutually Understood and Agreed, By and between the said parties hereto, that the covenants and agreements herein contained or entered into hereby, shall apply to, and, as far as the law allows, be binding upon and be for the benefit of the heirs, executors, administrators and assigned of the said parties respectively.

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14 In Witness Whereof, the said Mortgagor has hereunto set his/her hand and seal at this day of July, 2006.

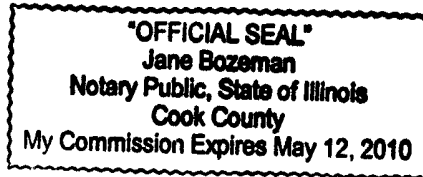
Mathai V. Thomas

Mathai V. Thomas

Susamma Thomas

Susamma Thomas

STATE OF ILLINOIS }
COUNTY OF Cook } ss



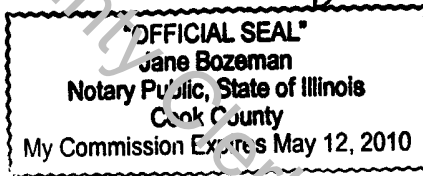
I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT Mathai V. Thomas personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act for uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 14th day of July, 2006.

Jane Bozeman

Notary Public

STATE OF ILLINOIS }
COUNTY OF Cook } ss



I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT Susamma Thomas personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act for uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 14th day of July, 2006.

Jane Bozeman

Notary Public

This instrument was prepared by:
Michele O'Connor
First American Title
27775 Diehl Road
Warrenville, IL 60555

After recording, return to:
Elsa Fuchs
First American Title
27775 Diehl Road
Warrenville, IL 60555

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EXHIBIT A

LOT 9 IN BLOCK 4 IN RAVENSWOOD TERRACE, BEING GEORGE D. HIELD'S
SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP
40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO
THE PLAT THEREOF RECORDED JANUARY 14, 1920 AS DOCUMENT 6715638, IN COOK
COUNTY, ILLINOIS.

pin 13.11.302.005.000

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