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Doc#: 0632235183 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/20/2006 09:35 AM Pg: 1 of 4

TICOR TITLE 591706

# MORTGAGE

**THIS MORTGAGE**, made October 26, 2006 between **RICHARD J. DENARDIS**, a single man hereinafter referred to as "THE MORTGAGOR", whose address is No. 213, 3151 North Lincoln Avenue, Chicago, Illinois 60657, and **RICHARD R. DENARDIS** and **DIANE K. DENARDIS**, husband and wife, hereinafter referred to as "THE MORTGAGEE", whose address is 40 Woodland Shore, Grosse Pointe Shores, Michigan 48236

**WITNESSETH**, that the mortgagor mortgages and warrants to the mortgagee, his heirs, successors and assigns, lands situate in the City of Chicago, Cook County, Illinois, described as:

SEE EXHIBIT A ATTACHED FERETO

*epb*

Including any part of any street or alley adjacent to said premises, vacated or to be vacated, together with all and singular the buildings, hereditaments, appurtenances, privileges, rights and water rights, including (but not excluding any other fixtures which would ordinarily be construed as part of the realty), any and all storm sash, storm doors, storm vestibules, wire screens, wire doors, window shades, awnings, mantels and connecting iron or woodwork, grates, gas and electric fixtures, bathtubs, laundry and bathroom fixtures, oil burner and equipment, coal stoker, plumbing equipment, linoleum, furnaces, hot water heaters, incinerators, ventilators and all steam or hot water radiators and registers and the piping connected therewith, belonging to or used as a part of the building or said building or buildings or used as a part thereof at any time during the term of this mortgage, all of which are hereby deemed to be part of this realty and secured by this mortgage, including as well as apparatus and fixtures of every description for watering, heating, ventilating and screening said premises and the rents, income and profits thereof thereunto belonging or in anywise appertaining to secure the performance of the covenants hereinafter contained and the payment of the principal sum of Three Hundred Twenty five Thousand (\$325,000.00) Dollars, payable according to the terms of the following promissory notes bearing even date herewith, executed and delivered by said mortgagor to said mortgagee:

Promissory Note in the principal amount of Three Hundred Twenty-five Thousand (\$325,000.00) Dollars dated the date hereof by mortgagor in favor of mortgagee, together with interest thereon as provided therein.

And the mortgagor covenants with the mortgagee, while this mortgage remains in force, as follows:

1. To pay said indebtedness and the interest rate thereon in the time and in the manner above provided.
2. To pay all taxes, assessments, water rates and other charges that may be levied or assessed upon or against said

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premises, within 30 days after the same shall become due and payable, and to immediately pay off any lien having or which may have precedence over this mortgage, except as herein stated, and to keep all the improvements erected and to be erected on said premises continually intact and in good order and repair, and to promptly pay for all repairs and improvements, and to commit or suffer no waste of said premises, and to permit or suffer no unlawful use thereof.

3. To keep the buildings and equipment on the premises insured against loss or damage by fire for the benefit of, with loss payable to, and in manner and amount approved by, and deliver the policies as issued, to the mortgagee with premiums therefor paid in full.

4. And it is hereby stipulated and agreed by and between the parties hereto, that if default shall be made in the payment of taxes, assessments, water rates, liens, insurance or other charges upon said premises, or any part thereof, the mortgagee, may, at its option, make payment thereof, and the amounts so paid, with interest thereon at the same rate as provided for the principal indebtedness from the date of such payment, shall be impressed as an additional lien on said premises, and shall be added to and become part of the indebtedness secured hereby, and shall become immediately due and payable; and that in case of the payment of taxes, assessments, water rates, liens, insurance or other charges upon said premises by the mortgagee, as hereinbefore provided, the receipt or receipts of the proper officer or person for such payment in the hands of the mortgagee shall be conclusive evidence of the validity and amount of items so paid by the mortgagee.

5. And it is hereby stipulated and agreed by and between the parties hereto that if default shall be made in the payment of said principal sum or interest or any other sum secured hereby, or any part thereof, or in the payment of taxes, assessments, water rates, liens, insurance or other charges upon said premises, or any part thereof, at the time and in the manner herein specified for the payment thereof, or in the performance of any of the covenants and agreements herein contained, the entire indebtedness secured hereby remaining unpaid shall at once become due and collectible, if the mortgagee so elects, and without notice of such election.

6. That, in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the mortgagor, the mortgagee may deal with such successors in interest with references to this mortgage, and the debt hereby secured in the same manner as with the mortgagor, without in any manner vitiating or discharging the mortgagor's liability hereunder, or upon the debt hereby secured.

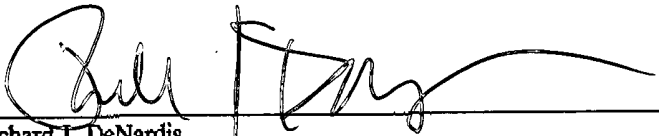
7. That power is hereby granted by the mortgagor to the mortgagee, if default is made in the payment of said indebtedness, interest, taxes, assessments, water rates, liens or insurance premiums, or any part thereof at the time and in the manner herein agreed, to grant, bargain, sell, release and convey the premises, with the appurtenances at public auction and to execute and deliver to the purchaser or purchasers, at such sale, deeds of conveyance, good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds to retain all sums due hereon, the costs and charges of such sale and the attorney fees provided by law, returning the surplus money, if any, to the mortgagor's heirs and assigns, and such sale or a sale pursuant to a decree in chancery for the foreclosure hereof may, at the option of the mortgagee, be made *en masse*.

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\_\_\_\_\_  
\_\_\_\_\_

The covenants herein shall bind and the benefits and advantages inure to the respective heirs, assigns and successors of the parties.

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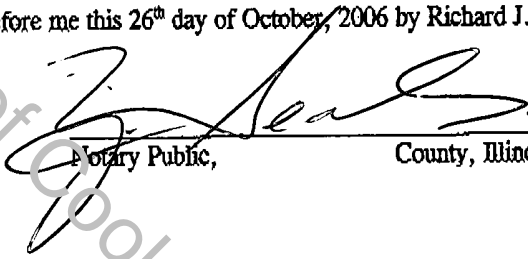
Signed by the mortgagor the day and year first above written.

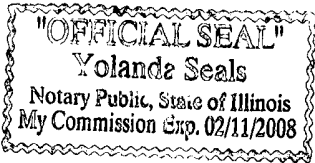
  
 \_\_\_\_\_  
 Richard J. DeNardis

STATE OF ILLINOIS )  
COUNTY OF Cook ) ss.

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of October, 2006 by Richard J. DeNardis

My Commission expires:

  
 \_\_\_\_\_  
 Notary Public, \_\_\_\_\_ County, Illinois



**Drafted By and When Recorded Return To:**

Richard M. Miettinen, Esq.  
 Howard and Howard Attorneys, PLC  
 Suite, 101, 39400 Woodward Avenue  
 Bloomfield Hills, Michigan 48304

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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

UNIT 213 IN LINCOLN LOFTS CONDOMINIUM, AS DELINEATED ON THE SURVEY OF:

LOTS 3 THROUGH 12, INCLUSIVE, IN JOHN P. ATGELD'S SUBDIVISION OF BLOCK 1, 2, 3, 4 AND 7 AND THE NORTH ½ OF BLOCK 6 IN THE SUBDIVISION OF THAT PART LYING NORTHEASTERLY OF THE CENTER LINE OF LINCOLN AVENUE OF THE NORTHWEST ¼ OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN

WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED SEPTEMBER 2, 1996 AS DOCUMENT 96672710, IN COOK COUNTY, ILLINOIS, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION.

#### PARCEL 2:

EXCLUSIVE RIGHT TO USE OF PARKING SPACE 27, A LIMITED COMMON ELEMENT AS SET FORTH IN DECLARATION OF CONDOMINIUM AFORESAID

COMMONLY KNOWN AS: No. 213, 3151 North Lincoln Avenue, Chicago, IL 60657

PIN # 14-29-100-040-1013.