

# UNOFFICIAL COPY

## MORTGAGE



Doc#: 0635339161 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 12/19/2006 02:27 PM Pg: 1 of 4

THIS INDENTURE WITNESSETH, that William A. Cusack, (herein after called the Mortgagor) of 1672 West 105<sup>th</sup> Street, Chicago, IL 60643, for and in consideration of One Hundred Seventy Five Thousand DOLLARS (\$175,000.00) in hand paid, does hereby Mortgage, Grant and Convey unto Therese Marie Barborek, Mortgagee, of 1672 West 105<sup>th</sup> Street, Chicago, IL 60643, the following described real estate, with the improvements thereon, including all heating, air conditioning, gas and plumbing fixtures, and everything appurtenant thereto, together with all rents, issues and profit of said premises, situated in the County of Cook and the State of Illinois to wit:

Legal description Attached

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Real Estate Index Number: 25-18-205-039-0000

Address of Real Estate: 1672 West 105<sup>th</sup> Street, Chicago, IL 60643

WHEREAS, The Mortgagor is justly indebted upon a promissory note bearing even date herewith in the amount of One Hundred Seventy Five Thousand Dollars (\$175,000.00) payable as provided therein.

THE MORTGAGOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (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 now or at anytime on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to

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the Mortgagee, with loss clause payable to the Mortgagee, which policies shall be left and remain with the said Mortgagee until the indebtedness is fully paid; (6) to pay all incumbrances, and the interest thereon, at the time or times when the-same shall become due and payable.

IN THE EVENT of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the Mortgagor or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time and all money so paid, the Mortgagor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at five percent per annum shall be so much additional indebtedness secured 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, and with interest thereon from time of such breach at five percent per annum, 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 plaintiff in connection with the foreclosure hereof - including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of 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 grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Mortgagor. 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 proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Mortgagor for the Mortgagor and for the heirs, executors, administrators and assigns of the Mortgagor waives all rights to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Mortgage, the court in which such complaint is filed, may at once and without notice to the Mortgagor, or to any party claiming under the Mortgagor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

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Witness the hand and seal of the Mortgagor this 28th day of November, 2006,

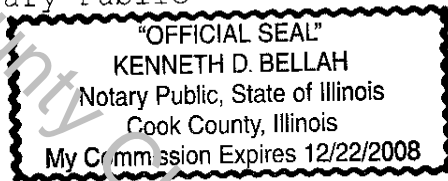
William A. Cusack (SEAL)  
William A. Cusack, Mortgagor

State of Illinois)  
  )ss  
County of Cook            )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT William A. Cusack, divorced and not since remarried, appeared before me this day and signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of homestead.

Given under my hand and official seal this 28th day of November, 2006.

Commission expires Dec. 22, 2008 Kenneth D. Bellah  
Notary Public



This instrument was prepared by  
and after recording please **MAIL TO:**

Kenneth D. Bellah  
525 W. Monroe Street, Suite 2360  
Chicago, IL 60661

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LEGAL DESCRIPTION:

THE WEST 50 FEET OF LOT 28 IN THE RE-SUBDIVISION OF LOTS 8 THROUGH 14 IN BLOCK 5 IN THE BLUE ISLAND LAND AND BUILDING COMPANY SUBDIVISION IN WASHINGTON HEIGHTS, BEING THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 18 AND THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JULY 27, 1872 IN BOOK 2 OF PLATS PAGES 63 AND 64.

ADDRESS OF PROPERTY: 1672 WEST 105<sup>TH</sup> STREET, CHICAGO, IL 60643

PIN: 25-18-205-039-0000

Property of Cook County Clerk's Office