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PREPARED BY:  
AND

**THIS INSTRUMENT AFTER  
RECORDING SHOULD BE  
RETURNED TO:**

Robert F. Bajko, Esquire  
Shaw & Foley, L.L.C.  
33 North County, #302  
Waukegan, Illinois 60085

**Property Address:**

476 North Canal Street  
Chicago, Illinois 60610

**Tax Identification Number:**

17-09-112-095



Doc#: 0735350025 Fee: \$32.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/19/2007 12:19 PM Pg: 1 of 5

**MORTGAGE (ILLINOIS)**

**THIS MORTGAGE** (this "Mortgage"), is made as of December 7, 2007, between Jonathan F. Shaver and Christina M. Shaver of 476 North Canal Street, Chicago, Illinois 60610 (herein referred to as "Mortgagor"), and Erlinda Conway of 429 North Canal Street, Chicago, Illinois 60610 (herein referred to as "Mortgagee"). \* HUSBAND AND WIFE

**WITNESSETH:**

**WHEREAS**, Mortgagor is justly indebted to Mortgagee upon that certain Note dated December 7, 2007 made by Mortgagor and payable to Mortgagee in the original principal sum of One Million One Hundred Thirty-four Thousand Five Hundred Dollars and 00/100 Cents (\$1,134,500.00) (said Note, and any and all extensions and renewals thereof, amendments thereto and substitutions or replacements therefor, is hereinafter referred to as the "Note"), in and by which Note Mortgagor promises to pay the said principal sum in installments as provided in the Note, with a final payment of the balance due on November 1, 2037, and all of said principal is made payable at such place as the holder of the Note may appoint.

**NOW, THEREFORE**, Mortgagor to secure the payment of the 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 Mortgagor to be performed, and also in consideration of the sum of One Million One Hundred Thirty-four Thousand Five Hundred Dollars and 00/100 Cents (\$1,134,500.00), in hand paid, the receipt and

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sufficiency of which are hereby acknowledged, does by these presents **CONVEY AND WARRANT** unto Mortgagee, and Mortgagee's heirs, successors and assigns, the Real Estate and all of his estate, right, title and interest therein, situate, lying and being in the **CITY OF CHICAGO, COUNTY OF COOK AND STATE OF ILLINOIS** more particularly described on **Exhibit A** attached hereto and made a part hereof, which, with the property hereinafter described, is referred to herein as the "Premises."

**TO HAVE AND TO HOLD** the Premises unto Mortgagee, and Mortgagee's heirs, successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, if any, which said rights and benefits Mortgagee do hereby expressly release and waive.

Mortgagor hereby covenants and agrees with Mortgagee as follows:

1. Mortgagor shall (1) pay when due any indebtedness under the Note; and (2) comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof.
2. This mortgage shall be subordinate to the existing first and second mortgages. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the Premises when due, and shall, upon written request, furnish to Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.
3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, then and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments or reimburse Mortgagee therefor; provided, however, that if in the opinion of counsel for Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
4. If, by the law of the United States of America or of any state having jurisdiction in the Premises, any tax (other than income tax) is due or becomes due in respect of the issuance of the Note, Mortgagor covenants and agrees to pay such tax in the manner required by any such law. Mortgagor further covenants to hold harmless and agree to indemnify Mortgagee, and

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Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax (other than income tax) on the issuance of the Note.

5. Mortgagor shall have the right of making prepayments on the principal of the Note (in addition to the required payments) as may be provided in the Note without any prepayment penalty.

6. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture, affecting the Premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and for the protection of lien created hereby shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee on account of any default hereunder on the part of Mortgagor.

7. Mortgagee making any payment hereby authorized relating to taxes or assessments may do so according to any bill, statement or estimate procured from the appropriate public office without injury into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

8. Mortgagor shall pay each item of indebtedness herein mentioned when due according to the terms hereof. At the opinion of Mortgagee and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal on the Note, or (b) when default shall occur and continue for seven (7) days in the performance of any agreement of Mortgagor herein contained.

9. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof.

10. The proceeds of any foreclosure sale of the Premises shall be distributed and applied first to the principal remaining unpaid on the Note and second, any overage to Mortgagor, his heirs, legal representatives or assigns, as his rights may appear.

11. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in the Premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding such extension, variations or release.

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12. Mortgagee shall release this Mortgage and lien hereof by proper instrument upon payment and discharge of all indebtedness secured hereby. Such release shall be in recordable form.

13. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. The word "Mortgagee" when used herein shall include all successors and assigns of Mortgagee named herein and the holder or holders, from time to time, of the Note.

IN WITNESS WHEREOF, the undersigned have executed this Mortgage as of the date first above written.

**MORTGAGORS:**

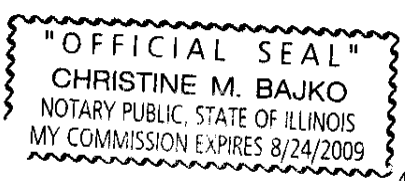
  
\_\_\_\_\_  
JONATHAN F. SHAVER

  
\_\_\_\_\_  
CHRISTINA M. SHAVER

STATE OF ILLINOIS     )  
                                  )     SS  
COUNTY OF LAKE     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that, **Jonathan F. Shaver** and **Christina M. Shaver** are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 7<sup>th</sup> day of December, 2007.



  
\_\_\_\_\_  
NOTARY PUBLIC

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File No.: 700935

## EXHIBIT A

Parcel 1:

Lot 75 in Kinzie Park Subdivision, being a resubdivision of Lots, Blocks and Vacated Streets and Alleys in Wabansia in the East ½ of the Northwest ¼ of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded July 27, 1999 as document number 99712460, in the City of Chicago, Cook County, Illinois.

Parcel 2:

Easement for ingress and egress for the benefit of Parcel 1, aforesaid, as set forth in the Declaration of Easements, Restrictions, Easements and By-Laws for Kinzie Park Homeowners Association recorded May 27, 1999 as document number 99514088.

Property of Cook County Clerk's Office