



Property Address:

49 W. 103 Street

Doc#: 0805960016 Fee: \$58.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 02/28/2008 09:51 AM Pg: 1 of 5

Property Identification Number:

25-16-202-024-0000

## MORTGAGE

THIS MORTGAGE (this "Mortgage"), is made as of February 11, 2008, between Mark Fowler, an individual, whose business address is located at 1507 E. 53<sup>rd</sup> Street, #879, Chicago, IL 60615 (herein referred to as "Mortgagor"), and Beth F. Vorwaller, whose address is 2615 N. Burling Street, Chicago, IL 60614 (herein referred to as "Mortgagee").

### WITNESSETH:

WHEREAS, Mortgagor is justly indebted to Mortgagee upon that certain Promissory Note of even date herewith made by Mortgagor and payable to Mortgagee in the original principal amount of one hundred thirteen thousand, five hundred ten and 95/100 Dollars (\$113,510.95) (said Promissory 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 promise to pay the said principal sum and interest at the rate and in installments as provided in the Note, with a final payment of the balance due on the day of the closing of the sale of the property, and all of said principal and interest are 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 Ten and No/100 Dollars (\$10.00), in hand paid, the receipt and sufficiency of which are hereby acknowledged, do by these presents CONVEY AND WARRANT unto Mortgagee, and Mortgagee's heirs, successors and assigns, the Real Estate and all of their estate, right, title and interest therein, situated, lying and being in the CITY OF CHICAGO, COUNTY OF COOK AND STATE OF ILLINOIS, as 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."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled (which are pledged primarily and on a party with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter

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placed in the Premises by Mortgagor or his successors or assigns shall be considered as constituting part of the real estate.

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, which said rights and benefits Mortgagor does hereby expressly release and waive.

Mortgagor hereby covenants and agrees with Mortgagee as follows:

1. Mortgagor shall (1) keep the Premises in good condition and repair, without waste and free from mechanic's or other lien or claims for lien not expressly subordinated to the lien thereof; (2) pay when due any indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (3) comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof; (4) make no material alterations in the Premises except as required by law or municipal ordinance.

2. 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. 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. At such time as Mortgagor is not in default either under the terms of the Note or under the terms of this Mortgage, Mortgagor shall have such privilege of making prepayments on the principal of the Note (in addition to the required payments) as may be provided in the Note.

4. Mortgagor shall keep all buildings and improvements now or hereafter situated on the Premises against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgagee clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to the respective dates of expiration.

5. 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 or interest 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 with interest thereon at the highest rate now

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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.

6. 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.

7. The proceeds of any foreclosure or other sale of the Premises shall be distributed and applied in the following order of priority: First, the first mortgage with US Bank; second, all principal and interest remaining unpaid on the Note; third, any overplus to Mortgagor, their heirs, legal representatives or assigns, as their rights may appear.

8. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

9. Mortgagee shall release this Mortgage and lien hereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

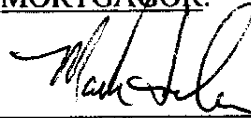
10. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether 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.

[signature on following page]

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

MORTGAGOR:



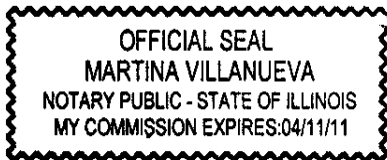
\_\_\_\_\_  
Name: Mark Fowler

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 Mark R Fowler and \_\_\_\_\_, 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, including the release and waiver of the right of homestead.

Given under my hand and official seal this 10<sup>th</sup> day of February, 2008.

Martina Villanueva  
\_\_\_\_\_  
NOTARY PUBLIC



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## EXHIBIT A

### Legal Description

LOT 23 IN KUYPERS SUBDIVISION OF LOT 1 OF THE SCHOOL TRUSTEES  
SUBDIVISION OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office