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Doc#: 0812618044 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/05/2008 12:06 PM Pg: 1 of 4

[Do not write above this line; recorder's use only]

MORTGAGE

THIS INDENTURE, made this 12th day of March, 2007, between MARGARET J. AUGUSTUS, an individual, herein referred to as "Mortgagor", and MARGARET HOFFMAN, herein referred to as "Mortgagee", witnesseth:

WHEREAS Mortgagor is justly indebted to Mortgagee under the terms of that certain Promissory Note dated as of even date herewith in the amount of Seventy-Seven Thousand Eight Hundred Eighty-Three Dollars Thirty-Eight Cents (\$77,883.38) (the "Note").

NOW, THEREFORE, Mortgagor, to secure the payment of said principal sums of money in accordance with the terms, provisions and limitations set forth in this Mortgage and in the Note, and the performance of the covenants and agreements contained herein and in the Note, by Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto Mortgagee, and Mortgagee's successors and assigns, the real estate and all of Mortgagor's estate, right, title and interest therein, as more fully described on Exhibit "A" attached hereto and made a part hereof:

Property Index Number(s): 18-05-307-028-0000

Address of Real Estate: 4400 Howard Avenue, Western Springs, Illinois 60558

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging (collectively, the "Premises"), and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity 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, 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 placed in the Premises by Mortgagor or their 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 successors and assigns, forever, for the purposes, and upon the uses herein set forth.

The name of the record owner is: Margaret J. Augustus.

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MORTGAGOR FURTHER COVENANTS AND AGREES WITH MORTGAGEE AS FOLLOWS:

1. Mortgagor hereby waives presentment, protest and demand, notice of protest, notice of dishonor and nonpayment of amounts due hereunder and every other notice of any kind respecting this Mortgage except as set forth herein and in the Note.
2. In case of default herein, 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 said Premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies advanced by Mortgagee to protect the mortgaged Premises and the lien hereof, shall be so much additional indebtedness secured hereby.
3. 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 inquiry 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.
4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof.
5. The proceeds of any foreclosure sale of the Premises pursuant to this Mortgage shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof or of the Note constitute secured indebtedness additional to that set forth in the Note; third, all secured indebtedness and interest remaining unpaid under the terms of the Note; fourth, any overplus to Mortgagor, its successors or assigns, as their rights may appear.
6. 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 said 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, variation or release.
7. Mortgagor's Covenants. (a) Condition and Repair. To keep the Premises in good and tenantable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures; (b) Liens. To keep the Premises free from liens and encumbrances superior to the lien of this Mortgage except as expressly set forth herein; (c) Prior Mortgages. To perform all of Mortgagor's obligations and duties under any mortgage or security agreement with a lien which has priority over this Mortgage and any obligation to pay secured by such a mortgage or security agreement; (d) Waste. Not to commit waste or permit waste to be committed upon the Premises; (e) Conveyance. Not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Premises, or permit the same to occur without the prior written consent of Mortgagee and, without notice to Mortgagee, Mortgagee may deal with any transferee as to his interest in the same manner as with Mortgagor, without in any way discharging the liability of Mortgagor hereunder or under the Agreements; (f) Alteration or Removal. Not to remove, demolish or materially alter any part of the Premises, without Mortgagee's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility; (g) Condemnation. To pay to Mortgagee all compensation received for the taking of the Premises, or any part, by condemnation proceedings (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Premises, or any part. The compensation shall be applied, in such manner as Mortgagee determines, to rebuilding the Premises or to

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installments of the Note (without penalty for prepayment); and (h) Ordinances, Inspection. To comply with all laws, ordinances and regulations affecting the Premises. Mortgagee and its authorized representatives may enter the Premises at reasonable times to inspect it and, at Mortgagee's option, repair or restore it.

8. Mortgagee shall release this Mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby.

9. 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 the successors and assigns of Mortgagee named herein.

10. Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision.

Mortgagor has executed this Mortgage on the day and year first above written.

MORTGAGOR:

Margaret Augustus
MARGARET J. AUGUSTUS

State of Illinois)
) SS
County of Cook)

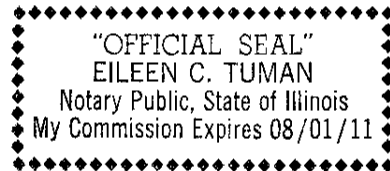
I, the undersigned, a Notary Public in and for said County in the State aforesaid, **DO HEREBY CERTIFY** that Margaret J. Augustus, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 12th day of March, 2007.

Eileen C. Tuman

This instrument was prepared by
and after recording return to:

Paul R. Hoffman
Vedder, Price, Kaufman & Kammholz
222 North LaSalle Street
Chicago, IL 60601
312-609-7500



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EXHIBIT "A"

LOT 1 (EXCEPT THE SOUTH 72 FEET) AND (EXCEPT THE WEST 63 FEET) IN BLOCK 12 OF RIDGE ACRES, A SUBDIVISION IN THE WEST ½ OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office