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1999-12-13 11:33:37
Cook County Recorder 27.50



MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on this 1st day of October, 1999. The Mortgagor is BARBARA R. ISAACS (hereinafter referred to as "Borrower"). The Mortgagee is RUTH ISAACS BUCKLEY, TTEE, or her successor, under Declaration of Trust dated March 1, 1995, (hereinafter referred to as "Lender").

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*single

WHEREAS the Borrower is indebted to the Lender, as evidenced by a Promissory Note executed and delivered by Borrower to Lender, said Note bearing an even date herewith, in the principal sum of One Hundred Eighty Thousand Dollars (\$180,000.00), with interest at the rate of Seven and Three Quarters Per Cent (7 3/4%) per annum, requiring monthly payments of interest only on the whole amount of the principal sum remaining unpaid, said monthly payments to commence on the 1st day of October, 1999, and continuing on the 1st day of each and every month thereafter until the 1st day of October, 2009, on which date all outstanding sums, both principal and interest, shall be fully due and payable.

NOW, THEREFORE, the Borrower, for the better securing of the payment of the principal sum of money and the performance of the covenants and agreements herein contained, does by this document, MORTGAGE and WARRANT to the Lender, or its heirs, successors or assigns, the real estate legally described as follows:

Lot ~~13~~⁶⁹ in Sunset Park, Unit No. 6, a Subdivision of part of the South East 1/4 of the South East 1/4 of Section 26, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois,

P.I.N.: 04-26-412-009-0000
and being commonly known as: 1340 Pendleton Lane, Glenview, Illinois 60025

P.N.T.N.

together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with the property are hereinafter referred to as the "Property".

Borrower does hereby release and waive all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all right to retain possession of said premises after any default in payments or breach of any of the covenants or agreements herein contained.

Borrower further covenants and agrees as follows:

1. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire and hazard in an amount no less than the outstanding principal of this Mortgage.
2. Borrower shall pay promptly when due all valid taxes and assessments accruing or levied on the Property before they become delinquent, and all liens on the Property as they become due.
3. Borrower shall keep the property in good repair and shall not commit waste or permit impairment or deterioration of the Property.
4. In case of the refusal or neglect of the Mortgagor to keep the Property so insured, or to pay such taxes, assessments and liens, or to keep the buildings and improvements on the Property in good repair, then Lender, its heirs, successors or assigns, may procure and pay for such insurance and pay such taxes, assessments and liens; and all money so paid with interest thereon at the rate of Seven and Three Quarters Per Cent ($7\frac{3}{4}\%$) per annum, which interest shall become so much additional indebtedness against the Borrower and secured by this Mortgage, and may be paid out of the proceeds of any sale of these lands and premises under and by virtue of this Mortgage.
5. It is expressly provided and agreed that if default be made in the payment of the Promissory Note, or any part thereof, or the interest thereon, or any part thereof, at the time and in the manner above specified for the payment thereof or in case of waste, or non-payment of taxes or assessments, or of a breach of any of the covenants or agreements herein contained, then and in such case the whole of the

principal sum and interest secured by this Mortgage, shall thereupon, at the option of the Lender, her heirs, successors or assigns, become immediately due and payable and this Mortgage may be immediately foreclosed to pay the same to Lender, her heirs, successors or assigns, and it shall be lawful for Lender, her heirs, successors or assigns, to enter into and upon the Property hereby granted, or any part thereof, and to collect and receive all rents, issues and profits thereof.

6. Upon the filing of any Complaint to foreclose this Mortgage in any Court having jurisdiction, such Court may appoint any person as receiver with power to collect the rents, issues and profits arising out of the Property during the pendency of such foreclosure suit, and until the time to redeem the same from any sale that may be made under any decree foreclosing this Mortgage shall expire; provided, however, that in case of redemption from sale, such rents, issues and profits, when collected, may be applied toward the payment of the indebtedness and costs herein mentioned and described. The Borrower covenants and agrees to deliver up possession of the Property to any receiver that may be so appointed by the Court, peaceably on demand. In case a Complaint or Counterclaim is filed to foreclose this Mortgage, or if the owner of the Promissory Note secured hereby, finds it necessary to protect his or her rights herein in any court proceeding, the Borrower covenants and agrees to pay such reasonable attorney's fees and all costs and expenses incurred in and about such suit or suits including the expense of an examination of the records, and the same are hereby made a lien upon the Property and may be recovered and entered up in the Decree of Foreclosure and collected in the same manner as the other money secured by this Mortgage.

7. Borrower shall have the right to prepay any or all of the principal secured by this Mortgage at any time without penalty.

8. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective heirs, successors and assigns of Borrower and Lender.

9. This Mortgage shall not be assignable without the prior, written consent of Borrower.

10. This Mortgage shall become immediately due and payable upon the sale of the Property by Borrower.

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11. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay any costs of recording said Release.

IN WITNESS THEREOF, Borrower has executed this Mortgage on this 1st day of October, 1999.

Mail to:

Ruth Isaacs Buckley, TTEE

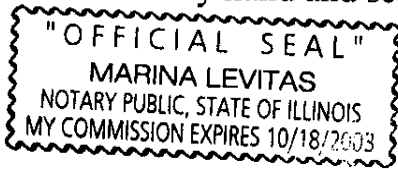
6695 N. Clippinger
Cincinnati, Ohio 45243

Barbara R. Isaacs
BARBARA R. ISAACS, Borrower

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that BARBARA R. ISAACS, 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 and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 1st day of October, 1999.



Marina Levitas

This Instrument was prepared by: Daniel F. Hofstetter, Attorney at Law, 1701 E. Lake Ave., Suite 160, Glenview, IL 60025 (847) 729-0055