

UNOFFICIAL COPY 09200426

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Cook County Recorder



09200426

MORTGAGE

THIS INDENTURE, made this 3rd day of July, 1998, between Petitioner, MICHELE HELTZER and DENNIS HETZER of 7844 S. KARLOV, CHICAGO, ILLINOIS 60652 herein referred to as "Mortgagor," and John F. Martoccio, 15 North Lincoln, Hinsdale, Illinois herein referred to as "Mortgagee,"

WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of Twelve Thousand One Hundred Thirty-Two Dollars and No Cents (\$12,132), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagor promises to pay the said principal sum in installments as provided in said note, with a final payment of the balance due on demand or if no demand is made on the 3rd day of July, 1998, and all of said principal are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee in Hinsdale, Illinois.

NOW, THEREFORE, the Mortgagor to secure the payment of 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 the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledge, do by these presents CONVEY and WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Cook, and State of Illinois, to wit:

SEE ATTACHED LEGAL DESCRIPTION.

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 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, inador 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 placed in the premises by the Mortgagor or successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's 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 the Mortgagor do hereby expressly release and waive,

The name of a record owner is: MICHELE HELTZER AND DENNIS HETZER

This mortgage consists of three pages. The covenants, conditions and provisions appearing on page 2

INSTALLMENT NOTE

\$12,132

Hinsdale, Illinois

JULY 3, 1998

FOR VALUE RECEIVED, the undersigned promise to pay to the order of John F. Martoccio the principal sum of Twelve Thousand One Hundred Thirty-Two Dollars and No Cents (\$12,132), and interest from the above date on the balance of principal remaining from time to time unpaid at the rate of 9 per cent per annum, such principal sum and interest to be payable on demand or if no demand is made not later than JULY 3, 1998.

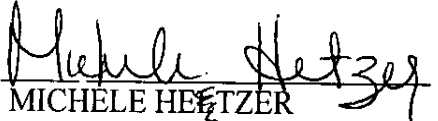
All payments on account of the indebtedness evidenced by this note shall be first applied to interest on the unpaid principal balance and the remainder to principal.

Each of said installments of principal shall bear interest after maturity at the highest rate now permitted by Illinois law, and the said payments of both principal and interest are to be made at such place as the legal holders of this note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of John F. Martoccio in Hinsdale, Illinois.

The payment of this note is secured by mortgage, bearing even date herewith, to John F. Martoccio, Mortgagee, on real estate in the County of Cook, Illinois; and it is agreed that at the election of the holder or holders hereof and without notice, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become immediately due and payable at the place of payment aforesaid in case of any default in the payment of principal or interest when due in accordance with the terms hereof or when default shall occur and continue for three days in the performance of any other agreement contained in said mortgage, or in case the right so to elect shall accrue to the holder or holders hereof under any of the provisions contained in said mortgage.

All parties hereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.


DENNIS HETZER


MICHELE HETZER

Clerk's Office

and 3 are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagor, their heirs, successors and assigns.

Please print or
type name(s)
below signature(s)

Dennis Hetzer
DENNIS HETZER

(SEAL)

Michele Hetzer
MICHELE HETZER

(SEAL)

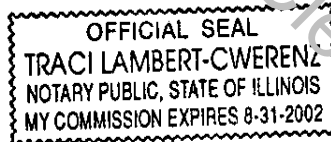
State of Illinois,

County of DuPage,

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, Does HEREBY CERTIFY that MICHELE HETZER AND DENNIS HETZER personally known to me to be the same persons whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they 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 the right of homestead.

Given under my hand and official seal,
this 3rd day of July, 1998
My Commission expires

Traci Lambert-Cwerenz
Notary Public



This instrument was prepared by John F. Martoccio, 15 North Lincoln, Hinsdale, Illinois 60521

Address of property: 7844 S. KARLOV, CHICAGO, ILLINOIS 60652

Send subsequent tax bills to:
Michele Heltzer and Dennis Hetzer
7844 S. Karlov
Chicago, Illinois 60652

LEGAL DESCRIPTION:

SUBDIVISION NAME: CREST LINE MANOR RESUBDIVISION

HANCOCK PARK, A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27-38-13.

PIN: 19-27-403-092-0000

KNOWN AS: 7844 S. KARLOV, CHICAGO, ILLINOIS 60652

More specifically described
Lot 80, in Crest Line Manor, a resubdivision
of Lot A and Part of Lot B, in Owners Division of
Lot 23, in Superior Court Commissioners Partition
of the South 1/2 (except the railroad) of Section
27, Township 38 North, Range 13, East of the
Third Principal Meridian in Cook County

Cook County Clerk's Office

Mailed to:
Martoreo & Martoreo
15 N. Lincoln Ave
Hinsdale IL 60521
630 920 8855

