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DEPT-01 RECORDING 114 25
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#2179 # D *-89-433807
COOK COUNTY RECORDER

Property of Cook County Office

PURCHASE MONEY MORTGAGE

89-133807

THIS MORTGAGE, made September 11, 1989, between Brian and Anna King, herein referred to as "Borrower," and Nicholas and Constance King, herein referred to as "Lender," witnesseth:

THAT WHEREAS the Borrower is justly indebted to the Lender upon the Installment Note of even date herewith, in the principal sum of Seven nine thousand five hundred and 95/100 Dollars (\$79,053.45), payable to the order of and delivered to the Lender, in and by which note the Borrower promises to pay the said principal sum and interest at the rates and installments as provided in said note, with a final payment of the balance due on the 150 day of October, 2019, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint and in the absence of such appointment then either at the residence of the Lender at 4740 N. Lotus, Chicago, Illinois 60630 or at the offices of LaSalle Northwest National Bank at 4747 Irving, Chicago, Illinois 60641.

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This mortgage is given in payment of part of the purchase price of the premises herein described. This mortgage secures to the Lender the repayment of the debt evidenced by the note and the performance of the covenants and agreements herein contained by the Borrower to be performed. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

Lot 3 In Block 17 In Midland Development Company's Grand And Wolf Development, Being A Subdivision Of Part Of The North East Quarter Of Section 30, Township 40

\$ 16.25

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North, Range 12, East Of The Third
Principal Meridian, In Cook County,
Illinois

which has the address of: 3143 Derrough, Leyden Township,
Illinois 60164

Permanent Real Estate Index Number: 12-30-206-003.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall be covered by this mortgage. All of the foregoing is referred to in this Mortgage as the "premises."

Borrower and Lender covenant and agree as follows:

1. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the note and any prepayment and late charges due under the note.

2. Borrower shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) 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 the Lender; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

3. Borrower 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 the Lender duplicate receipts therefor. To prevent default hereunder Borrower shall pay in full under protest, in the manner provided by statute, any tax or assessment which Borrower may desire to contest.

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4. 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 the Lender the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Borrower, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the lenders 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, the Borrower, upon demand by the Lender, shall pay such taxes or assessments, or reimburse the Lender therefor; provided, however, that if in the opinion of counsel for the Lender (a) it might be unlawful to require Borrower 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, the Lender may elect to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

5. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Borrower covenants and agrees to pay such tax in the manner required by any such law. The Borrower further covenants to hold harmless and agrees to indemnify the Lender and the Lender's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

6. At such time as the Borrower is not in default under the terms of the note secured hereby or under the terms of this mortgage, the Borrower shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

7. Borrower shall keep all buildings and improvements now or hereafter situated on said premises insured 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 under insurance policies payable, in case of loss or damage, to Lender, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Lender, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

8. In case of default therein, Lender may, but need not, make any payment or perform any act hereinbefore required of

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Borrower 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 attorney's fees, and any other moneys advanced by Lender to protect the mortgaged premises and the lien hereof, 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 Lender shall never be considered as a waiver of any right accruing to the Lenders on account of any default hereunder on the part of the Borrower.

9. Borrower shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Lender and without notice to Borrower, 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 or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Borrower herein contained.

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Lender shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Lender for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Lender may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Lender in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Lender shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to

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foreclose whether or not actually commenced; (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

11. The proceeds of any foreclosure sale of the premises 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 constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Borrower, their heirs, legal representatives, or assigns, as their rights may appear.

12. No action for enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

13. The Lender shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

14. 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 the Lenders, notwithstanding such extension, variation or release.

15. Lender shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby.


16. This mortgage and all provisions hereof, shall extend to and be binding upon Borrower and all persons claiming under or through Borrower, and the word "Borrower" 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 "Lender" when used herein shall include the successors and assigns of the Lender named herein and the holder or holders, from time to time, of the note secured hereby.

This mortgage consists of 6 pages.

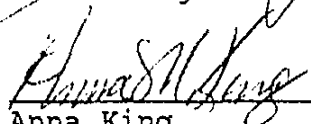
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Witness the hand and seal of Borrowers the day and year first above written.



 Brian King



 Anna King

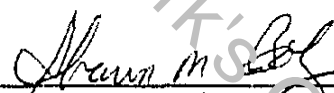
STATE OF ILLINOIS)
) SS:
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Brian and Anna King personally known to me to be the same persons whose names 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.

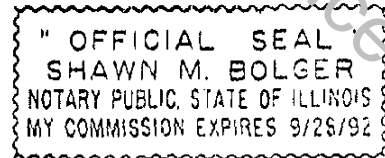
Witness my hand and official seal this 11th day of September, 19 89.

My Commission Expires:

9-28-92



 Notary Public



This Instrument Was Prepared By:

Maria R. Fuhrmann
 Attorney at Law
 542 S. Pine
 Arlington Heights, IL 60006

