

AND MORTGAGOR, for itself and its successors and assigns, covenants with MORTGAGEE, its successors and assigns, that MORTGAGOR is indefeasibly seized of said land in fee simple; that the MORTGAGOR has full power and lawful right to convey said land in fee simple as aforesaid; that it shall be lawful for MORTGAGEE, its successors, and assigns, at all times peaceably and quietly, to enter upon, hold, occupy, and enjoy said land; that said land is free from all encumbrance except those of public record; make such further assurances to perfect the fee simple title to said land in MORTGAGEE, its successors, and assigns, as may reasonably be required; and that MORTGAGOR does hereby warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

TO HAVE AND TO HOLD the same, together with the tenement hereinafter and appurtenances, unto the MORTGAGEE, and its successors and assigns, in fee simple,

PN: 20-09-410-030-0000, 20-09-410-031-0000

The south 12 feet of Lot 57 and the North 18 feet of Lot 58 and the South 6 feet of Lot 58 and all of Lot 59 in Larned, Rankin and Breailey's subdivision of the South East Quarter of the North West Quarter of the South East Quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

WITNESSETH, that for good and valuable consideration and also in consideration of the aggregate sum named in the promissory note of even date herewith, the MORTGAGOR does grant, bargain, sell, convey, and confirm unto the MORTGAGEE, its successors, and assigns all that certain tract of land, of which the MORTGAGOR is now seized and possessed, and in actual possession, situated in Cook County, State of Illinois, described as follows:

THIS MORTGAGE made this ... day of ... 1989, by VICTOR PITRE, having his residence at 5216 South Wells, Chicago, Illinois, party of the first part (herein called the "Mortgagor") to LLOYD PITRE and AUGUST R. CONDIE, of Chicago, Cook County, Illinois, parties of the second part (herein called "Mortgagee");

MORTGAGE DEED

89522395

89522395

# UNOFFICIAL COPY

THE STATE OF ILLINOIS  
COUNTY OF COOK  
I, the undersigned, Clerk of said County, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

CLERK OF COOK COUNTY

PROPERTY OF COOK COUNTY CLERK'S OFFICE

RECORDED

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RECORDED

INDEXED

4) To keep the building now or hereafter on said land insured in a sum not less than Twenty-one Thousand Five Hundred (\$21,500) Dollars, in a company or companies to be approved by Mortgagee, and the policy or policies held by and payable to Mortgagee, its successors, or assigns, and in the event any sum of money becomes payable under such policy or policies, the

3) To pay all and singular the costs, charges, and expenses, including attorney's fees, reasonably incurred or paid at any time by Mortgagee, its successors or assigns, because of the failure on the part of the Mortgagee, its successors, or assigns, to perform, comply with, and abide by each and every one of the stipulations, agreements, conditions, and covenants of said promissory note and this deed, or either, and every such payment shall bear interest from the date thereof at the rate of Twelve Percent (12%) per annum.

2) To pay all taxes, assessments, levies, liabilities, obligations, and incumbrance of every nature on said described property each and every, and it the same be not promptly paid, the Mortgagee, its successors, or assigns, may at any time pay the same without waiting or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of Twelve Percent (12%) per annum.

1) To pay all and singular the principal and interest and other sums of money payable by virtue of said promissory note and this deed, or either, promptly on the days respectively the same severally come due.

AND the Mortgagee, for itself and its successors and assigns, hereby covenants and agrees:

and shall perform, comply with, and abide by each and every stipulation, agreement, condition, and covenant of said promissory note and of this deed, then this deed and the estate hereby created shall cease and be null and void.

(SEE ATTACHMENT "A")

PROVIDED ALWAYS, that if Mortgagee, its successors, or assigns, shall pay unto the Mortgagee, its successors, or assigns, the certain promissory note, of which the following in words and figures is a true copy, to-wit:

89522395

# UNOFFICIAL COPY

The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

Witness my hand and seal of office at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

(Signature of Clerk of Cook County)

Clerk of Cook County, Illinois

Notary Public in and for the State of Illinois

(Seal of Notary Public)

(SEE ATTACHMENT PAGE)

THIS DOCUMENT IS UNOFFICIAL COPY AND IS NOT TO BE USED FOR ANY PURPOSES WITHOUT THE ORIGINAL DOCUMENT.

VICTOR PITRE

*Victor Pitre*

IN WITNESS WHEREOF the hand of the Mortgagor this ... day of ... 1989.

8) THIS IS A MONEY MORTGAGE securing a MORTGAGE INSTALLMENT NOTE evidencing the balance due on the purchase on this date of the property described hereby by the Mortgage from the Mortgagee.

7) If any sum of money herein referred to is not promptly and fully paid within ten (10) days next after the same severally becomes due and payable, or if each and every stipulation, agreement, condition, and covenant of said promissory note and this deed, or either, are not duly performed, complied with, and abided by, the aggregate sum mentioned in said promissory note shall become due and payable forthwith or thereafter, at the option of the Mortgagee, its successors, or assigns, as fully and completely as if the said aggregate sum of Twenty-one Thousand Five Hundred (\$21,500) Dollars were originally stipulated to be paid on such day, anything in said promissory note or herein to the contrary notwithstanding.

6) To perform, comply with, and abide by each and every stipulation, agreement, condition, and covenant in said promissory note and in this deed set forth.

5) To refrain from committing or allowing waste, impairment, or deterioration of said property or any part thereof.

Mortgagee, its successors, or assigns shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the Mortgagor to receive and use it, or any part thereof, for the purposes, without thereby waiving or impairing any equity lien or right under or by virtue of this Mortgage, and may place and pay for such insurance, or any part thereof, without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from the date thereof at the rate of Twelve Percent (12%) per annum.

89522395

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1901.

CLERK OF COOK COUNTY

1901

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UNOFFICIAL COPY

*Handwritten initials/signature*

CHICAGO, ILLINOIS  
STATE OF ILLINOIS  
WILLIAMS, MILLER & FERGUSON  
MAIL TO:

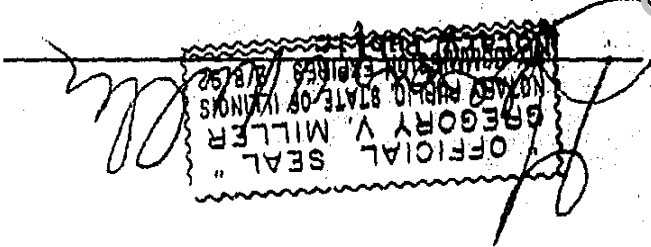
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Property of Cook County Clerk's Office

DEPT-01  
\$15.25  
11111 TRAN 7008 11/02/89 15:53:00  
#1834 #A \*-89-522395  
COOK COUNTY RECORDER

My Commission Expires:



1989.

I, Gregory V. Miller, a Notary Public of said County, do hereby certify that VICTOR PITRE, personally appeared before me this day and acknowledged the due execution of the foregoing MORTGAGE DEED.  
WITNESS my hand and notarial seal, this 1st day of November,

STATE OF ILLINOIS  
COUNTY OF COOK  
} SS.

# UNOFFICIAL COPY

CHIEF CLERK  
CLERK OF COURT  
COUNTY OF COOK  
JANUARY 1900

RECORDED

Property of Cook County Clerk's Office

There is a...

OFFICE OF COOK  
JANUARY 1900