9044:SO

The Contract Prize

MORTGAGE

THIS MORTGAGE, made as of the 23rd day of August, 1990, between MARC W. SULLIVAN and DONNA L. SULLIVAN, husband and wife, presently residing at 113 S. Staffire Drive, Schaumburg, Illinois 60193, hereinafter referred to as "Mortgagers," and GEORGIA-PACIFIC CORPORATION, a corporation, located at 133 Peachtree Street, N.E., Atlanta, Georgia 30303, hereinafter referred to as "Mortgagee."

#### WITNESSETH:

Mortgagors for and in consideration of the sum of TWENTY SEVEN THOUSAND AND NO/100 Dollars (\$27,000.00) to them paid by Mortgagee do hereby grant, bargain, sell and convey unto Mortgagee and its assigns those certain premises situated in the County of Cook, State of Illinois, described as follows:

Lot 354 in Weathersfield West Unit Four-A being a subdivision in the south east % of fractional Section 19, Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

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TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and which may hereafter thereto belong or appertain, and the rents, issues, and profits therefrom and any and all fixtures upon said premises at the time of execution of this Mortgage or at any time during the term of this Mortgage.

AND TO HOLD the said premises with the appurtenances unto Mortgagee and its assigns forever.

This conveyance is intended as a Mortgage to secure the payment of the sum of TWENTY SEVEN THOUSAND AND NO/100 Dollars (\$27,000.00) in accordance with the terms of that certain Promissory Note of which the following is substantially a copy, to wit:

#### PROMISSOPY NOTE

\$27,000.00

August 23, 1990

Upon demand, or on August 23, 1991, whichever occurs first, the undersigned, jointly and severally, promise to pay to the order of GEORGIA-PACIFIC CORPORATION, at Atlanta, Georgia, the sum of TWENTY SEVEN THOUSAND AND NO/100 Dollars, (\$27,000.00) with interest thereon at the rate of Ten Percent (10%) per annum from February 23, 1991 until paid. If this Note is placed in the hands of an attorney for collection, the undersigned promises and agrees to pay the reusonable collection costs of the holder

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hereof; and if suit or action is filed hereon, also promise to pay holder's reasonable attorney's fees as fixed by the court in any action or suit brought hereon and any appeals therefrom.

/s/ MARK W. SULLIVAN
/s/ DONNA L. SULLIVAN

This Mortgage is further conditioned upon the faithful observance by Mortgagors of the following covenants hereby expressly entered into by Mortgagors, to wit:

That they are lawfully seized of the premises and have a valid and unencumbered fee simple title thereto, subject to:

A First Mortgage with Household Mortgage Service, dated August 29, 1986 in the amount of \$65,000.00 and that they will forever warrant and defend the same against the claims and demands of all persons whomsoever, except as above stated:

that they will pay the Promissory Note when the same becomes due;

that so long as this Mortgage remains in force they will keep and perform all of their obligations under the First Mortgage with Household Mortgage Service, above referenced, and will pay all taxes, assessments and other charges of every nature which may be levied or assessed upon or against the premises when due and payable, according to law, and before the same become delinquent and will further pay and satisfy any mechanic's liens or other encumbrances that might by operation of law or otherwise become a lien upon the premises superior to the lien of this Mortgage; and

that they will keep all the improvements erected on the premises in good order and repair and will not commit or suffer any waste of the premises and that so long as this

Mortgage will remain in force will keep the buildings now erected thereon insured against loss or damage by fire to their full insurable value and have Mortgagee added as an additional loss payee subject to the prior interest of the State of Illinois and furnish a certificate thereof and any renewal upon demand of Mortgagee.

NOW, THEREFORE, if Mortgagors shall pay the Promissory Note and fully satisfy and comply with the covenants above set forth, then this conveyance shall be void, but otherwise shall remain in full larce and virtue as a Mortgage to secure the payment of such Promissory Note in accordance with the terms thereof and the performance of the covenants and agreements herein contained; it being agreed that any default in making any payment provided for in such tote when the same becomes due and payable or to perform any agreement herein contained shall give the Mortgagee the option to declare the whole amount due on such note or unpaid thereon or on this Mortgage, at once due and payable and this Mortgage may then be foreclosed at any time thereafter. If Mortgagors shall fail to pay any taxes or other charges or any lien or insurance premium as herein required to be done, Mortgagee shall have the option to pay the same and any payment so made shall be added to and become a part of the debt secured by this Mortgage and draw interest at the rate of Ten Percent (10%) per annum, without waiver, however, of any right arising from breach of any of the covenants herein.

In case a complaint is filed in a suit brought to foreclose this Mortgage, the Court shall, upon motion of the holder of the Mortgage, without respect to the condition of the property herein described, appoint a receiver to collect the rents and profits arising out of the premises and apply such rents and profits to the payment and satisfaction of the amount due under this Mortgage after deducting all proper charges and expenses attending the execution of such Trust.

In the event of suit or action being instituted to foreclose this Mortiago, Mortgagors and their assigns shall pay such sum as the Court shall consider reasonable as attorney's fees in such suit or action or any appeals therefrom for the benefit of Plaintiff in addition to the cost and disbursements provided by statute.

IN WITNESS WHEREOF, Mortgagors have hereunto set their hands and seals as of the day and year first above written.

MARK W. SÜLLIVAN

DONNA L. SULLIVAN

Witness Hoods

Witness

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# 3044480

### UNOFFICIAL COPY,

STATE OF Kunsas )
COUNTY OF () OMISEN)
COUNTY OF ( Open )  on this and day of luguet , 1990, before
me, a notary public for said county and state, the within
named track W. Suiliran and Corra d. Sulivan
to me known to be the identical persons described in and who
executed the within instrument, and acknowledged to me that they
executed the same freely and voluntarily for the uses and
nurnogar thorain armed

IN TESTIMON? WHEREOF, I have hereunto set my hand and official seal the day and year first hereinabove written.



Horing Phonds

Notary Public for Johnson County, KS

My Corression Expires: Aug 7,1994

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