

UNOFFICIAL COPY
MORTGAGE (ILLINOIS)
For Use With Note Form No. 1447FORM NO. 1447
April, 1980CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

30482802

THIS INDENTURE, made October 2 90, between
Ronald E. Jakubas, divorced and not since remarried

RIVER R.R. B. BOX 71D, MOMENCE, IL 60454 (CITY) (STATE)

herein referred to as "Mortgagors," and

Marvin Ullman

2440 North Lake View, Apt. 13-C, Chicago, Illinois 60614 (CITY) (STATE)

herein referred to as "Mortgagee," witnesseth

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of Twenty-five Thousand Two Hundred Sixty-five and 97/100 DOLLARS (\$ 25,265.97), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 2nd day of October 1995 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 absence of such appointment, then at the office of the Mortgagee at 2440 North Lake View, Apt. 13-C, Chicago, Illinois, 60614.

NOW, THEREFORE, the Mortgagors to secure the payment of the 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 Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand, and the receipt whereof is hereby acknowledged, 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 CITY OF CHICAGO, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Above Space for Recorder's Use Only

Unit 17H, 21 W. Goethe St., Chicago, IL 60610

PIN 17-04-224-043-1153 Vol. No. 498

which, with the property hereinafter described, is referred to herein as the "premises."

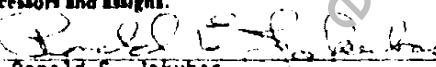
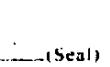
TOGETHER WITH all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a par with said real estate and not secondarily) 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, windows, shades, storm doors and windows, floor coverings, major 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 Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO LEAVE 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 Mortgagors do hereby expressly release and waive.

The name of a record owner is Ronald E. Jakubas

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand and seal of Mortgagors the day and year first above written

 (Seal)  (Seal)

PLEASE
PRINT OR
TYPE NAME(S)
BELOW
SIGNATURE(S)

(Seal)

(Seal)

State of Illinois, County of Cook

I, the undersigned, a Notary Public in and for said County

in the State aforesaid, DO HEREBY CERTIFY that

"OFFICIAL SEAL" Ronald E. Jakubas, DIVORCED AND NOT SINCE REMARRIED

Impress Maria R. Wittall personally known to me to be the same person whose name is Lisa B. Kenoe, Esq. subscribed to the foregoing instrument. Notary Public, State of Illinois, appeared before me this day in person, and acknowledged that Lisa B. Kenoe, Esq. signed, sealed and delivered the said instrument as My Commission Expires 7/23/94 his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the homestead.

Given under my hand and official seal, this 2nd day of October 1990

Commission expires 7-23-93 1994

This instrument was prepared by Lisa B. Kenoe, Esq., Neal Gerber & Eisenberg, Two North LaSalle Street, Suite 1000, Chicago, Illinois 60604
(NAME AND ADDRESS)

Mail this instrument to Lisa B. Kenoe, Esq., Neal Gerber & Eisenberg, Two North LaSalle Street, Chicago, Illinois 60602
(NAME AND ADDRESS)

(CITY) CHICAGO IL 60602

(STATE)

(ZIP CODE)

OR RECORDER'S OFFICE BOX NO. 260

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11 The proceeds of any forcible seizure shall be distributed and applied in the following order of priority: First, on account of all debts and expenses incident to the prosecution and defense of the party; second, on account of all such items as are mentioned in the preceding para; graph hereof, second, with interest thereon as herein provided, third, all principal and interest remaining unpaid on the note, which interest under the terms hereof constitutes accrued indebtedness due and owing to that creditor by the debtor, either before, or after, the date of his signature, or assignment, as the rights may appear.

9. Mortgagors shall pay each item of indebtedness, certain mentioned, both principal and interest, when due according to the terms hereof. All the opinions of the Mortgagee without notice to the Mortgagors, all unpaid indebtedness accrued by this mortgage shall, notwithstanding any variation in the notice or in this mortgage, become due and payable in the event of (i) immediate loss of title in mortgaged premises or any instrument of principal or interest due note, (ii) when default shall occur and continue for three days in the performance of any obligation herein contained.

cost of replicating or certifying and the same cost to pay in full the insurance premiums of monies used in the conduct of business by intermediaries who have succeeded thereby; all in comparison to the higher administrative costs of insurance companies.

merger, the acquiror shall have provided in the terms of the merger the right to require the seller to repurchase the shares sold by the seller to the acquiror if the acquiror fails to pay the purchase price.

The Mortgagor further covenants to hold harmless and agree to indemnify the Mortgagess, and the Mortgagess' successors or assigns, any liability incurred by reason of the imposition of any tax on the balance of the note secured hereby.

all of the independentees secured ready to be and become due and payable sixty (60) days from the giving of such notice

In the event of a proceeding under this date of the emergency from any law of Illinois deducing from the value of land for the purpose of taxation any portion of property upon the value of which part of the tax is levied, the collector of taxes shall deduct from the amount of such tax the amount of the tax imposed by this act.

may become indispensable to the preservation of manuscripts, books and papers in good condition and capable of being reproduced or copied for the benefit of scholars and students.

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UNIT NO. 17-H AS DELINEATED ON SURVEY OF THE FOLLOWING
DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO
AS "PARCEL"): LOT 2 IN THE RESUBDIVISION OF THE WEST
HALF AND THE WEST 9 FEET OF THE EAST HALF OF SUB LOTS 2
AND 3 OF LOT 4, TOGETHER WITH LOTS 19 AND 20 IN WEBER AND
FISCHER'S SUBDIVISION OF LOT 3 AND THE NORTH HALF OF LOT
2, ALL IN BRONSON'S ADDITION TO CHICAGO IN SECTION 4,
TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL
MERIDIAN; ALSO: LOTS 1, 3 AND 4 IN THE RESUBDIVISION OF
THE WEST HALF AND THE WEST 9 FEET OF THE EAST HALF OF SUB
LOTS 2 AND 3 OF LOT 4, TOGETHER WITH LOTS 19 AND 20 IN
WEBER AND FISCHER'S SUBDIVISION OF LOT 3 AND THE NORTH
HALF OF LOT 2, ALL IN BRONSON'S ADDITION TO CHICAGO IN
SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD
PRINCIPAL MERIDIAN; ALSO: LOTS 17 AND 18 IN WEBER AND
FISCHER'S SUBDIVISION OF LOT 3 AND THE NORTH HALF OF LOT
2 IN BRONSON'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP
39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,
ALL IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED
AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP
MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF
CHICAGO, AS TRUSTEE UNDER TRUST NO. 17642, RECORDED IN
THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY,
ILLINOIS, AS DOCUMENT 24267613, AND REGISTERED IN THE
OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY,
ILLINOIS AS DOCUMENT 2991061; TOGETHER WITH AN UNDIVIDED
PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID
PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE
UNITS AS SET FORTH IN SAID DECLARATION AND SURVEY).

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