

RETURN TO: THOMAS E. CUSTICK, LTD.
Attorney at Law
18-3 East Dupee Road, # 208
Barrington, IL 60010

UNOFFICIAL COPY

BOX 260

FL

THIS INDENTURE, Made the 30th day of August **91460527** A. D. 19 91, BETWEEN: JAMES B. GOULD & STEPHANIE S. GOULD, his wife, as Mortgagors, and DORIS CAESAR SMITH & STEPHANIE CAESAR GOULD, as Personal Representatives of the ESTATE OF LYMAN W. SMITH, Deceased, as Mortgagees.

WHEREAS, the said Mortgagors, JAMES B. GOULD and STEPHANIE S. GOULD, his wife, are justly indebted to said mortgagees in the sum of ----- Dollars, --- Three Hundred Twenty-five Thousand and no/100 (\$325,000.00) ----- Dollars, lawful money of the United States of America, as evidenced by a Promissory Note of even date herewith in the original principal amount of Three Hundred Twenty-five Thousand and no/100 (\$325,000.00) Dollars, interest on said Note being payable monthly, and principal on said Note being due and payable three (3) years after date, with the right of prepayment in any amount, at any time, without payment of a penalty therefor. The principal of said Note shall bear interest, from date, at the rate of nine percent (9%) per annum.

. DEPT-01 RECORDING \$13.00
. T#3333 TRAN 9179 09/05/91 16:42:00
. #2438 + C # - 91-460527
. COOK COUNTY RECORDER

91460527

THIS INDENTURE WITNESSETH:

That said mortgagors, for the better securing of the payment of said sum of money mentioned in said note, and also for and in consideration of the sum of One Dollar to them in hand paid by the said mortgagees the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said mortgagees, Cook Illinois their heirs and assigns, forever, the following land in the County of Cook and State of Florida, to-wit:

That part of Lot 59 lying North of Russell Street (Except the South 104 feet thereof) of County Clerk's Resubdivision of Assessor's Division (Except Lots 9 to 17 and Lots 30, 34 and 35) of the West 1/2 of the North West 1/4 of the South East 1/4 of the North West 1/4 of Section 1, Township 42 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

91460527

PIN: 01-01-114-002

Address of Property: 137 West Lincoln Avenue, Barrington, Illinois 60010

and the said mortgagors do hereby fully warrant the title of said land and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, that if said mortgagors, their heirs, legal representatives or assigns shall well and truly pay unto the said mortgagees, their heirs, legal representatives or assigns, the sum of money represented by said note

BOX 260

13.00

UNOFFICIAL COPY

0000 2 10

0000 2 10

0000 2 10

0000 2 10

Property of Cook County Clerk's Office

91460527

0000 2 10

0000 2 10

0000 2 10

0000 2 10

UNOFFICIAL COPY

as the same severally becomes due and payable, and shall perform and comply with each and every stipulation, agreement and covenant of said note and of this mortgage, then this mortgage and the estate hereby created shall be void, otherwise the same shall remain in full force and virtue.

And the said mortgagors covenant to pay the interest and principal promptly as the same severally becomes due; to pay the taxes and assessments on said property; to carry insurance with extended coverage, full insurable value, against fire/on the buildings on said land for not less than \$ / , approved by the mortgagees , with standard mortgage loss clause payable to mortgagees , the policy to be held by the mortgagees ; not to commit or suffer any waste, impairment or deterioration of said property or any part thereof.

And the Mortgagor s further agree as part of the considerations of this mortgage, that this mortgage shall also secure (in an amount not exceeding in the aggregate at any time ----- \$325,000.00 ----- Dollars), such further sum as the Mortgagor may hereafter and before the foreclosure of this mortgage, owe or be due to the said Mortgagees , their successors, heirs, or assigns; Provided, however, that such additional indebtedness shall only participate in said mortgage security after the principal note and interest and other amounts that may become due under the terms of this mortgage have been fully satisfied, and the lien securing the said note and interest and said other amounts shall be superior to take precedence over the lien securing such further sums.

Should any of the above covenants be broken, then said note and all moneys secured hereby shall without demand if the mortgagees , their heirs, legal representatives or assigns so elect at once become due and payable and the mortgage be foreclosed, and all costs and expenses of collection of said moneys by foreclosure or otherwise, including a reasonable solicitor's fee, shall be paid by the mortgagor s , and the same are hereby secured.

IN WITNESS WHEREOF, The said mortgagors , have hereto set their hands and seals as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Thomas E. Cusick (SEAL)
James B. Gould (SEAL)
Stephanie S. Gould (SEAL)
Two Witnesses (SEAL)

This Instrument Prepared By:
Roy A. Craig, Jr., Attorney at Law
P. O. Box 1079
Lake Wales, FL 33859-1079

STATE OF ILLINOIS
COUNTY OF COOK

Before me personally appeared JAMES B. GOULD & STEPHANIE S. GOULD, his wife,

to me well known and known to me to be the individuals described in and who executed the foregoing instrument, and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 30th day of August, 1991.

**THOMAS E. CUSICK, NOTARY PUBLIC
LAKE COUNTY, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/9/94**

Thomas E. Cusick
Thomas E. Cusick, Notary Public.

My Commission expires: April 9, 1994

91460527

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/10/2023

THOMAS E. CUSICK, NOTARY PUBLIC
LAKE COUNTY, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/24/24