

# UNOFFICIAL COPY

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- DEPT-01 RECORDINGS \$15.00
- T#1111 TRAN 5620 10/07/91 15:24:00
- 49984 + A \*-91-522757
- COOK COUNTY RECORDER

Property of Cook County Clerk's Office

Oct 20

August 30

Lorraine Cooper

*Lorraine Cooper* \_\_\_\_\_

Q711

91522757

Beratrice Faye Hartfield

15.00

Lorraine Cooper

51

24 680 569

MORTGAGE

This form is used in connection with mortgage records under the act to have better protection of the borrower's interests.

STATE OF ILLINOIS  
COUNTY OF COOK  
No. 24 680 569

THIS INSTRUMENT, made this 12th day of OCTOBER, 1979 between

MARK C. MC GEE, a SINGLEMAN, Mortgagee, and

JAMES D. MAGHERY & CO.,

a corporation organized and existing under the laws of THE STATE OF ILLINOIS

WITNESSETH That whereas the Mortgagee is justly indebted to the Mortgagor, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of EIGHTYSEVEN THOUSAND TWO HUNDRED FIFTY AND NO/100 Dollars (\$ 87,250.00 ) payable with interest at the rate of NINE AND ONE HALF per annum ( 9 1/2 ) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in CHICAGO

ILLINOIS, as of this day place as the holder may designate in writing, and delivered, the said principal and interest being payable in monthly installments of ONE HUNDRED SEVENTY AND 28/100 Dollars (\$ 176.28 ) on the first day of DECEMBER, 1979, and a like sum on the first day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of NOVEMBER, 1979.

NOW, THEREFORE, the said Mortgagee, for the better security of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagor, its successors or assigns, the following described Real Estate situate, lying, and being in the county of COOK, and the State of Illinois, to wit:

LOT 13 IS BLOCK 11 IN SOUTH LYNE A SUBDIVISION OF THE NORTH HALF OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TOGETHER with all and singular the improvements, hereditaments and appurtenances thereto belonging, and the rents, issues, and profits thereof, and all appraisals and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures in or that may be placed in any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagee in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and 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 said Mortgagee does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees

To keep said premises in good repair and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument, and to make any loss of mechanics' lien or material, run to attach to said premises, to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any part or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city, in which the said land is situate, upon the Mortgagee on account of the ownership thereof, (2) a sum sufficient to keep all buildings that may be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in each item of insurances, and in each amount, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any provision or requirement other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any amount so paid or so expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or fee here upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or fee to be contested and the sale or forfeiture of the said premises or any part thereof to satisfy said taxes.

UNIT A  
24-680-569

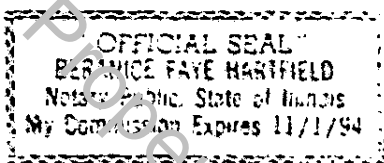
24 680 569

Cook County Clerk's Office

# UNOFFICIAL COPY

August 30, 1991

11-1-94



*Beranice Faye Hartfield*

11/1/94

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