THIS mortgage executed November 24, 1992, by CHARLES 2. VANELLA, a single man never married, 200 Thames, Unit 1J, Park Ridge, Cook County, Illinois, herein called "mortgagor", which term includes mortgagor's heirs, executors, administrators, successors, legal representatives and assigns, and shall denote the singular and/or plural and the masculine and/or feminine whenever and wherever the context so requires, to Tina Ladewig, 8930 Parkside, Morton Grove, Illinois, 60053., herein called "mortgages."

For good and valuable consideration, and also in consideration of the aggregate sum of Eighty Thousand Dollars (\$80,000.00) as evidenced by the promissory note of even date herewith, herein described, mortgager does grant with covenants to mortgagee, its successors and assigns, all the certain tract of land of which mortgager is now the legal owner, and in actual possession, situated in the County of Cook, State of Illinois, described as iollows:

"UNIT NUMBER 7/1- AND GARAGE UNIT NUMBER 7/2-24 IN BRISTOL COURT CONDOMINIUM, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE (HEREIN REFERRED TO AS "PARCEL:):

PARCEL 1: ALL OF LOT "A" IN SELLERGREN'S BRISTOL COURT, BEING A SUBDIVISION OF PARTS OF LOT'S 8 AND 10 IN THE OWNER'S PARTITION OF LOTS 30,31, 32 AND 33 IN THE COUNTY CLERK'S DIVISION OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 10, 1966, AS DOCUMENT NUMBER 19852990;

PARCEL 2: ALL OF FIRST ADDITION TO SELLERGREN'S BRISTOL COURT, BEING A SUBDIVISION OF LOT 5 (INCLUDING THAT PART THEREOF FALLING IN LOT 1 OF DECANINI RESUBDIVISION AS RECORDED ON NOVEMBER 7, 1963 AS DOCUMENT NUMBER 18964942), AND LOT 7 EXCEPT THE WEST 327.60 FEET THEREOF, IN OWNER'S PARTITION OF LOTS 30, 31, 32 AND 33 OF COUNTY CLERK'S DIVISION OF THE CORTHWEST QUARTER OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH PLAT OF SURVEY OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 22699774, AND AS AMENDED BY DOCUMENT NUMBER 24394152, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS."

Property Address: 200 Thames, Unit 1J, Park Ridge, Illinois Property Index Number: 09-34-102-045-1194 and 09-34-102-045-1650

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## **UNOFFICIAL COPY**

Together with all structures and improvements now and hereafter on the land and the fixtures attached thereto, together with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof, all the estate, right, title, interest, and all claims and demands whatsoever, in law and in equity, of mortgagor in and to the same, and every part and parcel thereof.

This mortgage is given (a) to secure the payment of Eighty Thousand Dollars (\$80,000.00) with interest as provided in a promissory note dated November 24, 1992 which note is incorporated herein and made a part hereof, and shall be payable in no event later than December 15, 2022, which shall be called the "maturity date."

(b) the performance of the other agreements in the note; and

(c) to secure the performance of mortgagor's covenants and agreements.

Provided always, that if mortgagor shall pay to mortgagee, its successors, legal representatives or assigns, the amount in the promissory note mentioned above, with all interest due thereon, and shall perform, comply with, and abide by each and every stipulation, agreement, condition, and covenant of the note and of this mortgage, and shall pay all taxes that may accrue on the property and all costs and expenses that mortgagee, its successors or assigns may be cut to in collecting the note, in the foreclosure of this mortgage or otherwise, including reasonable attorneys' fees, then this mortgage and the lien hereby created shall cease and be not and void, and a release of the mortgage shall be executed by mortgagee. Mortgagor agrees to pay a fee of not more than \$50.00 for the preparation of the release of the mortgage.

Mortgagor does hereby covenant and agree that:

- 1. Mortgagor shall pay the principal and interest and other sums of money payable by virtue of the promissory not; and this mortgage, or either, promptly on the days respectively the same severally become due and shall perform, comply with and abide by each of the stipulations, agreements conditions and covarants in the promissory note.
- 2. Mortgagor shall pay the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on the described property, and if the same are not promptly paid, mortgagee, its successors, legal representative, or assigns may at any time pay the same without waiving 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 10% per annum.
- 3. Mortgagor shall pay all the costs, charges and expenses, including attorneys' fees, reasonably incurred or paid at any time by mortgagee, its successors, legal representative, or assigns because of failure by mortgagor to perform, comply with, and abide by each and every stipulation, agreement, condition and covenant of the promissory note and this mortgage, or either, and every such payment shall bear interest from date at the rate of 10% per annum.

- 5. All buildings now or hereafter situated on the premises shall be maintained by the mortgagor in good and substantial repair; mortgagor shall not permit, commit, nor cause waste, impairment or deterioration of the property, or any part thereof, except reasonable wear and tear.
- 6. Mortgagor hereby warrants title to the premises and covenants with the mortgagee that the mortgagor is the true and lawfil owner of the premises and is well seized of the same in fee simple and has good right and full power to grant and mortgage the same, and that the premises are free and clear of all encumbrances,
- 7. The mailing of a written notice or demand addressed to the owner of record of the mortgaged premises or to such owner at the last address, actually furnished to mortgagee, or if none, directed to the owner at the mortgaged premises, and mailed by the United States mail, postage prepaid, shall be sufficient notice and demand in any case arising under this instrument and required by the provisions hereof or by law.

Executed at Park Ridge, Illinois on the day and year first above written.

CHARLES C. VANELLA

Delin Bittle

State of Illinois)
County of Cook )

I, the undersigned, a notary public in and for said County, in the State of Illinois, DO HEREBY CERTIFY that CHARLES C. VANELLA, a single man never married, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 24th day of November, 1992.

This instrument was prepared by: Debra R. Lester 540 S. Anita St., Des Plaines, IL 60016

Mail to: Debra R. Lester Attorney at Law 540 S. Anita St. Des Plaines, IL 60016 OFFICIAL SEAL"
Debra Ritt Lester
Notery Public, State of Illinois
My Commission Expires 0/07/94

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