

This Mortgage Deed,

Wherever used herein the terms "mortgagor" and "mortgagee" include all the parties to the instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, and the term "both" includes all the terms herein described if more than one. Wherever used the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

Executed the 1st day of June A. D. 1992
by ROBERT T. O'KEEFE, and GLORIA S. O'Keefe, husband and wife

hereinafter called the Mortgagor, to
SOPHIE WODKA,

hereinafter called the Mortgagee.

09923611
DEPT-11 RECORD - T \$23.00
T26666 TRAN 4216 12/22/92 10:58:00
3040 * -92-963841
COOK COUNTY RECORDER

Witnesseth, that for divers good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the said Mortgagor, does grant, bargain, sell, alien, remise, release, convey and confirm unto the said Mortgagee, in fee simple, all that certain tract of land, of which the said Mortgagor is now seized and possessed, and in actual possession, situated in Cook County, State of Illinois described as follows:

UNIT 4 - AREA 5 - PHASE 2 KNOWN AS 977 WEST ESSEX PLACE, WITH PHASE 2 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at a point on the easterly line of said Lot 2 that is 125.00 feet northeasterly of the most southerly corner of said Lot 2; thence north 47 degrees 44 minutes 15 seconds west, a distance of 226.00 feet; thence north 42 degrees 15 minutes 45 seconds east, a distance of 77.71 feet; thence northeasterly along a curve to the right having a radius of 175.00 feet and being tangent to the last described course, a distance of 88.75 feet for the Point of Beginning; thence north 18 degrees 40 minutes 44 seconds west, being radial to the last described curve, a distance of 160.43 feet to a point on the northerly line of said Lot 2; thence north 90 degrees 00 minutes 00 seconds east along said northerly line, a distance of 194.85 feet to an angle point in the northerly line of said Lot 2; thence south 47 degrees 44 minutes 17 seconds east along said northerly line, a distance of 200.00 feet to the northeasterly corner of said Lot 2; thence south 42 degrees 15 minutes 45 seconds west along the easterly line thereof, a distance of 119.02 feet; thence north 47 degrees 44 minutes 15 seconds west, a distance of 51.00 feet; thence northwesterly along a curve to the left, having a radius of 175.00 feet and being tangent to the last described course, a distance of 186.13 feet to the Point of Beginning; in Huntington Square Subdivision, being a subdivision of part of Section 18, Township 42 North, Range 11, east of the Third Principal Meridian, according to the plat thereof, recorded October 19, 1987, as document No. 87562632, in Cook County, Illinois.

977 W. Essex Pl Arlington Heights, IL 60004

03-18-200-012-1019

To Have and to Hold the same, together with the tenements, hereditaments and appurtenances, unto the said Mortgagee in fee simple.

And said Mortgagor does covenant with said Mortgagee that said Mortgagor is indefeasibly seized of said land in fee simple; that the said Mortgagor has full power and lawful right to convey said land in fee simple as aforesaid; that it shall be lawful for said Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy said land; that said land is free from all incumbrances; that said Mortgagor will make such further assurances to perfect the fee simple title to said land in said Mortgagee as may reasonably be required; and that said Mortgagor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

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Provided always, that if said Mortgagor shall pay unto the said Mortgagee the certain promissory note, of which the following in words and figures is a true copy, to wit:

Interest will be payable monthly beginning on June 1 1992 at the rate of 8% per annum. Principal payments shall begin June 1, 1992 and be paid at the rate of \$333.33 per month. Unless demand is made thereon, the entire balance of principal and interest shall be fully due and payable on May 31, 1999. The Note is a demand Note, and the mortgagee may demand payment in full at any time.

and shall perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and of this deed, then this deed and the estate hereby created shall cease and be null and void.

And the said Mortgagor hereby covenants and agrees:

1. To pay all and singular the principal and interest and other sums of money payable by virtue of said promissory note and this deed, or either, promptly on the days respectively the same severally come due.

2. To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on said described property each and every, and if the same be not promptly paid the said Mortgagee 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 per cent. per annum.

3. To pay all and singular the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by said Mortgagee because of the failure on the part of the said Mortgagor to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and this deed, or either, and every such payment shall bear interest from date at the rate of 8 per cent. per annum.

4. To keep the building now or hereafter on said land insured in a sum not less than One Hundred Fifty Thousand (\$150,000.00)

Dollars, in a company or companies to be approved by said Mortgagee, and the policy or policies held by and payable to said Mortgagee, and in the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit the Mortgagor to receive and use it, or any part thereof, for other purposes, without thereby waiving or impairing any equity lien or right under or by virtue of this mortgage, and may place and pay for such insurance or any part thereof, without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from date at the rate of per cent. per annum.

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5. To permit, permit or suffer to exist any impairment or deterioration of said property or any part thereof.

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6. To perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants in said promissory note and in this deed set forth

7. If any of said sums of money herein referred to be not promptly and fully paid within fifteen (15) days next after the same severally become due and payable, or if each and every the stipulations, agreements, conditions and covenants of said promissory note and this deed or either, are not duly performed, complied with and abided by, the said aggregate sum mentioned in said promissory note shall become due and payable forthwith or thereafter at the option of the Mortgagee, as fully and completely as if the said aggregate sum of Fifty Thousand (\$50,000.00) Dollars was originally stipulated to be paid on such day, anything in said promissory note or herein to the contrary notwithstanding.

8. The Mortgagee may, at any time while a suit is pending to foreclose or to reform this mortgage or to enforce any claims arising hereunder, apply to the court having jurisdiction thereof for the appointment of a receiver, and such court shall forthwith appoint a receiver of the premises and all other property covered hereby, including all and singular the income, profits, rents, issues and revenues from whatever source derived, and such receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a receiver and such appointment shall be made by such court as an admitted equity and a matter of absolute right to said Mortgagee, and without reference to the adequacy or inadequacy of the value of the property mortgaged or to the solvency or insolvency of said Mortgagor or the defendants, and such income, profits, rents, issues and revenues shall be applied by such receiver according to the lien of this mortgage and the practice of such court.

In Witness Whereof. The said Mortgagor hereunto sets his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of:

Robert T. O'Keefe
Robert T. O'Keefe
Gloria S. O'Keefe
Gloria S. O'Keefe



State of Illinois

County of Cook

I, an officer authorized to take acknowledgments of deeds according to the laws of the State of Illinois, duly qualified and acting, **HEREBY CERTIFY** that Robert T. O'Keefe and Gloria S. O'Keefe

to me personally known, this day acknowledged before me that executed the foregoing mortgage, and I **FURTHER CERTIFY** that I know the said person making said acknowledgment to be the individual described in and who executed the said mortgage.

In Witness Whereof. I hereunto set my hand and official seal at _____ day of _____ said County and State, this _____ day of _____ A. D. 1942

OFFICIAL SEAL
NOTARY PUBLIC
MY COMMISSION EXPIRES _____

[Signature]
Notary Public
My Commission Expires _____

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Property of Cook County Clerk's Office

Mortgage Book

Mr. & Mrs. Robert T. O'Keefe
977 West Erie Place
Chicago, Illinois 60604

Date

ABSTRACT OF DESCRIPTION

TR9839626