

MORTGAGE

KNOW ALL MEN, that Janice Leigh Bell Mandell, also known as Gina Bell Mandell, party of the first part, in consideration of the sum of Fifty-two Thousand Two Hundred Sixty-two Dollars (\$52,262.00) in hand paid by Joseph F. Bell and Elaine T. Bell, parties of the second part, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey to said parties of the second part, the following described real estate, situated and being in the County of Cook, State of Illinois, and known and legally described as follows:

Lot 137 in Wildebrook of the Green Subdivision of part of the North East 1/4 of Section 7 and part of the West 1/2 of Section 8, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, Commonly known as 3648 Indian Wells, Northbrook, Ill. P.I.N. 04-07-211-001

Handwritten signature/initials

Together with the privileges and appurtenances to the same belonging, and all of the rents, issues and profits which may arise or to be had therefore.

The said party of the first part or her heirs, executors and administrators, hereby covenants that she is well and truly seized of a good and merchantable title to the premises above conveyed in law, in fee simple, and that she forever warrants and defends the same to the parties of the second part against all claims whatsoever.

The said party of the first part, her heirs, executors, administrators and assigns, covenants and agrees with the said parties of the second part, to insure and keep insured the buildings thereon against loss or damage by fire or windstorm. Such insurance is to be payable in case of loss to the said parties of the second part, as her mortgage interest may appear, and to pay, when due and payable, all taxes and assessments now or hereafter assessed or levied against the real estate described in this mortgage. Party of the first part agrees to deliver annually to the parties of the second part a tax-bill indicating that all general real estate taxes have been paid when due.

Provided always, and upon the express condition that if the party of the first part, her heirs, executors, administrators or assigns, pay or cause to be paid to the said parties of the second

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a/a

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part, the sum of Fifty-two Thousand Two Hundred Sixty-two Dollars (\$52,262.00), according to the conditions of a certain Note bearing even date herewith, executed by the party of the first part to the said parties of the second part, and shall moreover keep such building or buildings insured as above mentioned and shall pay all taxes and assessments hereinabove referred to, as aforesaid, then these presents and said note shall cease and be null and void. In case of the non-payment of the sum of money to be paid as set forth in this Mortgage at the time when the same shall become due, or the failure to perform any of the covenants or agreements by said party of the first part to be kept and performed, then in such case, the whole amount of said principal sum shall, at the option of the said parties of the second part, be deemed to have become due and payable and the same, together with all sums of money which may be or have been paid by the said party of the first part, her heirs or assigns for or on account of insurance, taxes or assessments, shall thereupon be collectible in a suit at law, or by foreclosure of this mortgage, in the same manner as if the whole of said principal sum and accrued interest had been made payable at the time when any such failure shall occur as aforesaid, and the judgment or decree in the suit brought to foreclose the same shall embrace, with the said principal debts and interest, all the sums so paid for, on account of, insurance, taxes or assessments, and it shall be lawful in such case, or in either case, for the said parties of the second part to grant, sell or convey the said real estate with the appurtenances thereunto belonging, at a public sale, and on such sale to make and execute to the purchaser or purchasers his, her or their assigns forever, good and sufficient deeds of conveyance in the law, pursuant to the statute in such cases made and provided. In case suit shall be brought for foreclosure of this mortgage, said party of the first part, for herself, her heirs, executors, administrators or assigns, covenants and agrees she will pay to the parties of the second part all expenses incurred for the purpose of the foreclosure suit, and in addition to the taxable costs of such suit a reasonable sum of money as attorneys' fees, to be included, with the expenses above mentioned, in the judgment or decree.

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The party of the first part hereby releases and waives all homestead rights, if any.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal this 11th day of April, 1992.

Janice Leigh Mandell
Janice Leigh Bell Mandell, a/k/a
Gina Bell Mandell

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, Richard Stoley, a Notary Public in and for the State and County aforesaid, state that the above named JANICE LEIGH BELL MANDELL a/k/a GINA BELL MANDELL, known to me to be the said person who executed the foregoing instrument and acknowledged that she signed and sealed the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7th day of APRIL, 1992.

Richard Stoley
NOTARY PUBLIC

My commission expires:

10/7/95
1992 APR 8 PM 1:01

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PREPARED BY AND RETURN TO:

James E. Macholl
Attorney at Law
4215 Kirchoff Road
Rolling Meadows, Il.-60008

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It is further agreed by and between the parties hereto as follows:

1. In the event of the entry of a Judgment of Dissolution of Marriage of Mortgagor, the full balance remaining due on indebtedness shall be paid within six (6) months following notice by the Mortgagees or their successors, heirs, beneficiaries, and assigns.

2. If all or any part of the property or any interest in it is pledged as security for any subsequent mortgage, sold or transferred (or if a beneficial interest in mortgagor's is sold or transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment, in full, of all sums secured by this Mortgage. However, this option shall not be exercised by Mortgagee if exercise is prohibited by federal law as of the date of this instrument.

If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than six (6) months from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this instrument. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this instrument without further notice or demand on Mortgagor.

Dated: ^{March} ~~March~~ 7, 1992

Janice Leigh Bell Mandell
Janice Leigh Bell Mandell
a/k/a Gina Bell Mandell

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