

# UNOFFICIAL COPY

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## MORTGAGE DEED

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KNOW ALL MEN BY THESE PRESENTS, that Gilbert Lessner and Paul G. Lessner, Robert G. Gochley hereinafter collectively called the "Mortgagor", which term wherever used herein shall be construed as meaning the undersigned and their heirs, executors, administrators and assigns), for good and valuable consideration received to their full satisfaction of Grand Lake St. Mary's Agency Inc., with its principal place of business located at 747 Lake Cook Road, Suite 106 W, Deerfield, Illinois, 60015, (herein after called the "Mortgagee", which term wherever used herein shall be construed as including the Mortgagee and its successors and assigns), does hereby grant, bargain, sell convey, transfer and assign unto the Mortgagee the following described real property:

Situated in the City of Chicago, County of Cook and State of Illinois.

DEPT-01 RECORDING \$29.50  
 T65555 TRAN 5036 06/17/93 15:10:00  
 SEE ATTACHED FORM : 63404 6 # 93-465491  
 COOK COUNTY RECORDER

Land Title. C-117147-C1

All the foregoing real property shall be hereinafter called the "Mortgaged Property".

TO HAVE AND TO HOLD all the above granted Mortgaged Property, real and personal, with the easements and appurtenances thereunto belonging whether now owned or held or hereafter acquired by the Mortgagor, unto the said Mortgagee, its successors and assigns, forever.

This Mortgage is executed and delivered for the purpose of securing the following:

1. Payment of the principal of and on a certain Promissory Note bearing even date herewith and executed by Mortgagor, in the sum of \$5,000.00 and is payable to the Mortgagee in one installment of principal which shall be due and payable on July 12, 1993; and
2. Payment of any and all amounts required to be paid by Mortgagor pursuant to this Mortgage, if any; and
3. Any and all amounts advanced to or for Mortgagor by the Mortgagee with respect to the Mortgaged Property, for the payment of taxes, assessments, insurance premiums or costs incurred for the protection of the Mortgaged Property, if any; and
4. Performance and observance of each covenant and agreement of Mortgagor contained in this Mortgage.

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Mortgagor covenants and warrants that at and until the execution and delivery of this Mortgage, Mortgagor is well seized of the Mortgaged Property and has good right to mortgage the same in the manner and form above set forth, and that the same is free and clear from all liens and encumbrances whatsoever except any restrictions, conditions and easements of record, zoning ordinances, if any, and current taxes and assessments (both general and special), and the Mortgagor will warrant and defend the Mortgaged Property, with the above described appurtenances, to the said Mortgagee against all lawful claims and interests whatsoever, except as stated above.

The Mortgagor hereby represents, covenants and agrees with the Mortgagee to pay promptly the principal of the indebtedness evidenced by the Note at the times and in the manner provided in the Note.

All payments of principal on the Note and of any penalties shall be made to the Mortgagee at 747 Lake Cook Road, Suite 106 W, Deerfield, Illinois, 60015, or such other location as may be designated by the holder thereof.

In the event (I) default be made in the due and punctual payment of the principal due pursuant to the Note, or, (II) the filing by Mortgagor of (i) a general bankruptcy, or (III) default be made in the due observance or performance of any of the covenants, agreements or conditions heretofore or hereafter contained and required to be kept or performed or observed by the mortgagor, other than as set forth in (I) above, and such default shall continue for thirty (30) days after written notice specifying the nature thereof to Mortgagee, then and upon the occurrence of any one of such events, the whole of said principal sum hereby secured shall, at once, at the option of the Mortgagee, become immediately due and payable, together with accrued interest thereon, upon written demand by Mortgagee to Mortgagor. Failure to exercise any such option will not constitute a waiver or the right to exercise the same in the event of any subsequent default.

In the event that the security shall become enforceable as above provided, the Mortgagee may take appropriate judicial proceedings or proceed with any right or remedy, independent of or in aid of the powers herein before conferred, as it may deem best for the protection and enforcement of its rights hereunder, or to foreclose this Mortgage, or to cause the Mortgaged Property, or any part thereof, to be sold under the Judgment or decree of a court or courts of competent jurisdiction.

Any sale pursuant to judicial proceedings instituted after the security becomes enforceable, as above provided, shall operate to divest all right, title, interest, claim and demand whatsoever either at law or in equity against the Mortgagor, his heirs and assigns, and against any and all persons claiming the property sold or any part thereof, from, through or under the Mortgagor.

No remedy herein conferred upon or reserved to the Mortgagee is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative. No delay or omission of the Mortgagee to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default; and every power or remedy given by this Mortgage to the Mortgagee may be exercised from time to time and as often as may be deemed expedient.

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In the event that the Mortgagee shall have proceeded to enforce any right under this Mortgage by judicial proceedings, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Mortgagee, then and in every such event the Mortgagor shall be restored to their former positions conveyed.

The Mortgagor further agrees that he will not permit, commit, or suffer waste, impairment, or deterioration of the Mortgaged Property or any part thereof, and will at all times maintain the Mortgaged Property in good condition and repair; that Mortgagor will make all repairs, replacements, improvements and additions which may be necessary to preserve and maintain the Mortgaged Property; Mortgagor will observe, keep and obey all laws, ordinances, rules and regulations of all duly constituted authorities with respect to the Mortgaged Property; that Mortgagor will complete in good workmanlike manner any and all improvements which may hereafter be constructed or repaired thereon; Mortgagor will pay when due all claims for labor performed and material furnished and will not permit a lien of mechanics or materialmen nor any judgement lien to attach to the Mortgaged Property; provided, however, that Mortgagor shall be permitted in good faith to contest the validity of any such mechanic's or materialmen's lien if Mortgagor shall first have agreed to indemnify Mortgagee against all loss, cost, expense or damage resulting there from; that Mortgagor will maintain and preserve all rights and privileges now or hereafter held by them necessary or useful in connection with the Mortgaged Property.

The mortgagor will duly pay and discharge from and after the date hereof all taxes, assessments utility bills and other governmental or municipal charges levied upon the Mortgaged Property, or any part thereof, as well as all claims which if unpaid might by law become a lien or charge upon any of the Mortgaged Property; provided, however, that the Mortgagor shall not be required to pay or discharge any such tax, assessment, charge, or claim so long as the validity thereof shall be contested in good faith by appropriate proceedings which shall operate to prevent the collection of such tax, assessment, charge or claim or the sale of the Mortgaged Property.

If the Mortgagor shall fully pay the principal on the Note, when and as the same shall become due and payable, and also shall pay the other sums payable hereunder by the Mortgagor, and shall well and truly keep and perform all of the covenants and conditions herein required to be kept and performed according to the true intent and meaning of this Mortgage, then, and in that case, the Mortgaged Property and all rights and interest therein and thereto shall revert to the Mortgagor and the estate, right, title and interest of the Mortgagee therein shall thereupon cease, determine and become void, the Mortgagee shall in such case, on demand of the Mortgagor and at the cost and expense of said demanding party or parties, enter satisfaction and discharge of this Mortgage of record or execute and deliver such other property releases and such other documents of assignment and transfer as may be reasonably be required to restore the Mortgaged Property to the Mortgagor.

Any notice or demand upon the Mortgagor shall be in writing and shall be deemed to have been sufficiently given or served for all purposes hereof if mailed to Mortgagor by registered or certified mail to 747 Lake Cook Road, Suite 108 W, Deerfield, Illinois, 60015, or to such other address thereof as the Mortgagor may hereafter furnish to the Mortgagee for such purpose.

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All the covenants and agreements herein undertaken to be performed by Mortgagor and the rights conferred upon Mortgagees shall be deemed to be covenants running with the land and shall be binding upon and inure to the benefit of not only the Mortgagor and Mortgagees, respectively, but also their respective grantees, heirs, executors, administrators, successors and assigns.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

This mortgage shall be construed to be a contract made under and pursuant to the laws of the State of Illinois, in force at the time of the execution hereof, and all of the terms, provisions, conditions and covenants thereof shall be construed according to such laws.

IN WITNESS WHEREOF, the said Mortgagors have executed this instrument on May 12, 1993, 1993:

Signed, acknowledged, and delivered in the presence of:

[Signature]  
[Signature]  
[Signature]  
[Signature]

T. Gilbert P. Lesser

Paul G. Lesser

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK    )

[Signature]  
[Signature]  
[Signature]

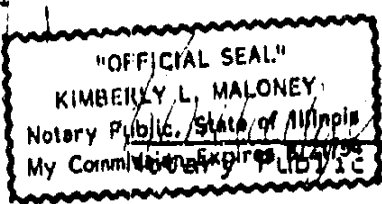
BEFORE ME, a Notary Public, in and for said County and State,

personally appeared at the above named Bilbert Lesser and Paul G. Lesser, Rebur, <sup>Garalcyk Son, Father, Daughter (unmarried)</sup> husband and wife, who acknowledged that they

did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Chicago, Illinois, this 12 day of May, 1993

MAIL TO: KURT MEYER  
2513 W DELHI  
ANN ARBOR MI 48103



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This document prepared by Grand Lake St. Mary's Agency Inc.

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ST 312  
ELMHURST IL 60126

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Permanent Real Estate Index Number(s): 13-22-202-011

Address(es) of Real Estate: 3919 N. Tripp, Chicago, Illinois 60641

Lot 16 (except the North 33 1/3 feet thereof) and Lot 17 except the South 33 1/3 feet thereof) in Block 32 in Irving Park being a Subdivision of Block 29 of the Southeast 1/4 of Section 15 and the North 1/2 of the Northeast 1/4 of Section 22, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

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