

MORTGAGE (ILLINOIS)
For Use With Note Form No. 1447

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THIS INDENTURE, made September 17 1993, between
WILLIAM J. HOOPER and JUDETH M. HOOPER, his wife

706 Main St., Evanston IL 60202
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors," and
DORIS LEE GREENWALD

140 Sheridan Rd., Winnetka IL 60093
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of TWO HUNDRED SEVENTY THOUSAND (\$270,000.00) DOLLARS (\$ 270,000.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 1st day of May, 1998, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 140 Sheridan Rd., Winnetka, IL 60093; or at the office of CHARLES R. GOERTH 825 Green Bay Rd., Wilmette IL 60091

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Evanston, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

See Legal Description Rider Attached

Rider attached to this Mortgage is made a part of it. **93751336**

which, with the property hereinafter described, is referred to herein as the "premises,"

Permanent Real Estate Index Number(s): 10-12-421-001, -002, -003

Address(es) of Real Estate: 2121-2129 Dewey, Evanston IL 60201

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the 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 Mortgagors do hereby expressly release and waive.

The name of a record owner is:

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand . . . and seal . . . of Mortgagors the day and year first above written.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

William J. Hooper (Seal)
WILLIAM J. HOOPER

Judeth M. Hooper (Seal)
JUDETH M. HOOPER

State of Illinois, County of Cook ss.,

I, the undersigned, a Notary Public in and for said County

in the State aforesaid, DO HEREBY CERTIFY that WILLIAM J. HOOPER and JUDETH M. HOOPER, his wife

OFFICIAL SEAL
CHARLES R. GOERTH known to me to be the same person s whose name s are subscribed to the foregoing instrument, NOTARY PUBLIC, STATE OF ILLINOIS, did appear before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as MY COMMISSION EXPIRES 10/24/93 free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 17th day of September 1993.
Commission expires 10/24/93 1993 Charles R. Goerth Notary Public

This instrument was prepared by CHARLES R. GOERTH 825 Green Bay Rd #120, Wilmette IL 60091

Mail this instrument to CHARLES R. GOERTH (NAME AND ADDRESS)

825 Green Bay Rd. #120 (CITY) Wilmette IL 60091 (STATE) (ZIP CODE)

OR RECORDER'S OFFICE BOX NO. 169

DEPT-01 RECORDING \$33.00
T45555 TRAN 1288 09/20/93 09:52:00
#6536 #-93-751336
COOK COUNTY RECORDER

93751336

Above Space For Recorder's Use Only

REC-

33

UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or correct any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.

8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

95-11336

UNOFFICIAL COPY

9 0 7 5 1 3 3 6

LEGAL DESCRIPTION

PARCEL 1:
THE NORTH 17 FEET OF LOT 13 AND LOT 14 (EXCEPT THE NORTH 33.5 FEET) OF BLOCK 7
IN PAYNE'S ADDITION TO EVANSTON'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTH 1/2
OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
THE NORTH 33.5 FEET OF LOT 14 AND ALL OF LOTS 15 AND 16 IN BLOCK 7 IN PAYNE'S
ADDITION TO EVANSTON, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE
SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN THE CITY OF EVANSTON, ALL IN COOK COUNTY, ILLINOIS.

95751336

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2011

UNOFFICIAL COPY

9 3 7 5 1 3 3 6

RIDER TO MORTGAGE AND INSTALLMENT NOTE DATED SEPTEMBER 17, 1993 PERTAINING TO 2121-2129 DEWEY, EVANSTON, ILLINOIS

R-1 This Rider is incorporated into the Mortgage and Installment Note to which it is attached and is made a part of each. In the event of conflict between the terms and provisions of this Rider and those of the Mortgage or the Installment Note, those of this Rider shall prevail.

R-2 The indebtedness evidenced by the Installment Note secured by the Mortgage shall be immediately due and payable in the event of the sale, assignment, conveyance, transfer or other change of ownership of the property, without the consent of the holder of the Installment Note. This provision shall be construed as the customary "Due on Sale" clause in a mortgage.

R-3 Mortgagor shall maintain a real estate tax escrow account to facilitate payment of real estate taxes when due. Mortgagee shall pay into this account each month an amount equal to 1/12 of the last ascertainable real estate tax bill, beginning March 1994. The account shall be maintained in a federally-insured bank or savings institution, with earnings to accrue to Mortgagor; the earnings shall be reported on Mortgagor's social security number, which is 346-60-5820. The last ascertainable real estate tax bill as of the date of this Mortgage is that for 1992, in the amount of \$41,580.04. The monthly payment to the tax reserve beginning March 1994 shall be \$3465. Each year when the final real estate tax bill is available, the monthly payment to the tax reserve shall be adjusted, up or down, to reflect the actual real estate tax for the year. A cushion of ~~two~~ ^{one} month's real estate taxes shall be maintained in the tax reserve at all times in addition to the amount to cover accrued tax liability. Any excess in the tax reserve beyond the amount to cover accrued tax liability and the cushion shall be returned to the Mortgagor at the time of the annual adjustment. Mortgagee shall provide Mortgagor with verification of payments made from the tax reserve at least 15 days before the tax payment due date. Mortgagee shall also provide Mortgagor with verification of the amount in the tax reserve upon request.

WPH
JMH

WPH

R-4 A penalty of 5% of the installment payment shall be payable if an installment payment is not made within 7 days of the due date. The date of the postmark on a mailed payment is the date of payment.

R-5 Mortgagor shall maintain comprehensive casualty and liability insurance on the property with casualty coverage at least equal to the principal balance due under this Installment Note and liability coverage customary for the type of business conducted in

UNOFFICIAL COPY

PLANNING BOARD RESOLUTION NO. 1234567890, A RESOLUTION OF THE BOARD OF SUPERVISORS OF COOK COUNTY, ILLINOIS, CONCERNING THE

ADOPTION OF THE ANNUAL BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2018, AND THE APPROVAL OF THE

ADDITIONAL FINANCIAL INFORMATION AND STATEMENTS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2018, AND THE

ADOPTION OF THE ANNUAL BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2019, AND THE APPROVAL OF THE

ADDITIONAL FINANCIAL INFORMATION AND STATEMENTS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2019, AND THE

ADOPTION OF THE ANNUAL BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2020, AND THE APPROVAL OF THE

ADDITIONAL FINANCIAL INFORMATION AND STATEMENTS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2020, AND THE

ADOPTION OF THE ANNUAL BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2021, AND THE APPROVAL OF THE

ADDITIONAL FINANCIAL INFORMATION AND STATEMENTS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2021, AND THE

Property of Cook County Clerk's Office

UNOFFICIAL COPY

93751336

the building. The insurance shall name DORIS LEE GREENWALD as mortgagee insured. The coverage must provide that the insurance company shall give Mortgagee 30 days notice of any cancellation or non-renewal.

R-6 Prepayment of principal may be made at anytime in amounts of \$5,000.00 or more, without penalty. Such prepayments shall be used to reduce the principal, but the monthly payments of principal and interest shall remain the same.

R-7 Setoff provisions:

(1) Mortgagee did not give Mortgagors a credit for Mortgagee's accrued real estate tax liability at the time of the closing of the transaction on September 17, 1993. The accrued tax liability was approximately \$29,452.50, covering the period January 1, 1993, through September 17, 1993. Mortgagee has promised to pay that accrued real estate tax liability for 1993 when the tax bills are available in 1994. Mortgagee shall be responsible to pay the entire first half 1993 estimated real estate tax bill, which is expected to be \$20,790.02. Mortgagee shall also be responsible to pay that portion of the second half 1993 final real estate tax bill equivalent to the accrued real estate tax liability through September 17, 1993. Mortgagor shall be responsible for the balance of second half 1993 real estate tax bill. Mortgagee shall pay that portion out of the tax reserve, in accordance with R-5 above. Mortgagee shall provide Mortgagor with verification that the first half 1993 real estate tax bill has been paid; and shall provide verification of payment of the second half 1993 bill allocated as described. In the event Mortgagee does not make the payments as described above, Mortgagor shall have the right to pay the tax bill or bills that have not been paid, and shall deduct the amounts paid, together with any penalty accruing due to Mortgagee's failure to pay the tax bill or bills, from the principal balance due under the Installment Note. Such setoff deductions shall be considered prepayments.

(2) Mortgagor agreed to close the sale and purchase of the mortgaged property without release of a lien recorded as Document No. 25569871, a Trust Deed securing an indebtedness in the amount of \$48,816.66, made by Cosmopolitan National Bank of Chicago, as Trustee under Trust Agreement dated December 19, 1978, and known as Trust Number 24518, the Trustee being Chicago Title and Trust Company, the date of the Trust Deed being December 20, 1978, and the recording date being September 3, 1980. This lien was raised as Exception 7 on the commitment for title insurance (No. C-58180) issued August 25, 1993, by REI Title Guaranty Inc. Mortgagee could not at the time of closing present the required release, but all the circumstances indicate that the indebtedness was paid off. However, the documentation required to obtain the release from the Trustee was misplaced or lost, or is otherwise not available. Mortgagee has taken steps to secure a bond through C.

UNOFFICIAL COPY

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE BY THE MARKINGS ON THIS DOCUMENT. DATE 11/15/2011 BY 60322 UCBAW/STW

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

M. Strenning & Son in the amount of \$50,000.00, which bond will induce the Trustee to issue the release. Certain documentation required for the bond was not available for it to be issued prior to the closing, but is expected to be available within the 60 day period following the closing on September 17, 1993. Mortgagor shall have the right, if this release is not obtained and recorded, so as to permit REI Title Guaranty to remove the lien as an exception to title within the 60 day period, to take all necessary steps to assure its removal, to include obtaining the necessary bond to induce the Trustee to issue a release, to record the release, and take any other action required by REI Title Guaranty. In that event, Mortgagor shall have the right to be reimbursed for any costs, including reasonable attorneys' fees, incurred to do so and deduct the amounts paid from the principal balance due under the Installment Note. Such setoff deductions shall be considered prepayments.

(3) Mortgagor was not able to deliver by the time of closing the documentation required by REI Title Guaranty to provide extended coverage for commercial property, as required by the contract. Mortgagor promises to provide this documentation within 30 days after the date of closing and to take any steps necessary to secure such extended coverage. In the event such coverage is not provided within 30 days from the date of closing, Mortgagor shall have the right to take all necessary steps to obtain the extended coverage from REI Title Guaranty. In that event, Mortgagor shall have the right to be reimbursed for any costs, including reasonable attorneys' fees, incurred to do so and deduct the amounts paid from the principal balance due under the Installment Note. Such setoff deductions shall be considered prepayments.

(4) Mortgagee has entered into a contract with Environmental Protection Industries to remove a 1,000-gallon underground storage tank at 2121-2129 Dewey, Evanston, Illinois. Mortgagor has agreed to allow the work to be done on or around September 27, 1993. Mortgagee promises to pay all costs of such work when presented with a bill for the services. If Mortgagee does not pay the amount due, and as a result a mechanic's lien claim is recorded against the property, Mortgagor shall have the right to pay any amounts needed to remove the mechanic's lien against the property. In that event, Mortgagor shall have the right to reimbursement for any costs, including reasonable attorneys' fees, incurred to do so and deduct the amounts paid from the principal balance due under the Installment Note. Such setoff deductions shall be considered prepayments. However, if Mortgagee notifies Mortgagor in a timely fashion that it contests the bill or

WVB
JMH
BXH

UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office, this _____ day of _____, 20____.

[Signature]

[Title]

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office, this _____ day of _____, 20____.

[Signature]

[Title]

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office, this _____ day of _____, 20____.

[Signature]

[Title]

Property of Cook County Clerk's Office

UNOFFICIAL COPY

the mechanic's lien claim, Mortgagee shall have the right to defend against any attempt to foreclose the mechanic's lien.

MORTGAGOR:

William J. Hoza

Judith M. Hoza

MORTGAGEE (in respect to Paragraph R-7)

Doris Lee Greenwood

Property of Cook County Clerk's Office

93751336

UNOFFICIAL COPY

STATE OF ILLINOIS
COUNTY OF COOK

NOTARIAL PUBLIC

Property of Cook County Clerk's Office