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MORTGAGE

S1335768 PAC N.A.
2082

This Indenture WITNESSETH, That the Mortgagors, **MICHAEL JAMES KOZAK and KELLY LYNN KEHOE**, of 7316 SOUTH BLACKSTONE, UNIT 33, JUSTICE, ILLINOIS, Mortgages and Conveys to **JAMES J. KOZAK and DOROTHY F. KOZAK**, husband and wife, of 9300 SOUTH 82ND AVENUE, HICKORY HILLS, ILLINOIS, Illinois, to secure the payment of a certain indebtedness evidenced by one promissory note dated on the 23RD day of December, 1992, executed by **MICHAEL JAMES KOZAK and KELLY LYNN KEHOE** payable to the order of **JAMES J. and DOROTHY F. KOZAK**, for the principal sum of Fifty Dollars and no/100th (\$50,000.00), due by December 23, 1997 or at the time of sale of any real estate owned by **MICHAEL JAMES KOZAK and KELLY LYNN KEHOE**, for the following described real estate, to wit:

UNIT 33 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN PHASE III OF INDIAN PLAINS CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 22646343, IN THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: **7316 SOUTH BLACKSTONE, UNIT 33, JUSTICE, ILLINOIS.**

P.I.N.: **18-27-200-025-1069**

DEPT-01 RECORDING \$23.50
T4444 TRAN 2254 01/13/93 13:23:00
#9627 C *-93-032193
COOK COUNTY RECORDER

The mortgagor covenants and agrees as follows:

1. to pay said indebtedness, and the interest thereon, as herein and in said notes and coupons as provided, or according to any agreement extending time of payment;
2. to pay all taxes and assessments against said premises, and on demand, to exhibit receipts thereof;
3. that waste to said premises shall not be committed or suffered;
4. to keep all buildings at any time on said premises insured against loss by fire, in companies to be approved by the said mortgagee to the full insurable value thereof, with the usual mortgage clauses attached, in favor of and deliver all such policies to said mortgagee; and
5. not to suffer any mechanics or other lien to attach to said premises. In the event of failure so to insure, or pay taxes or assessments, the grantee, or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title effecting said premises; and all money so paid, the mortgagor agrees to repay immediately without demand, and the same, with interest thereon from the date of payment at 9% per annum, shall be so much additional indebtedness secured hereby.

In the event of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach, at 7% per annum, shall be recoverable by foreclosure hereof, or by suit at law or both, the same as if all of said indebtedness had then matured by express terms.

It is agreed by the Mortgagor that all expenses and disbursements, paid or incurred in behalf of complainant in connection with the foreclosure hereof including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title to said premises embracing foreclosure decree, shall be paid by the mortgagor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the mortgagee, as such, may be a party shall also be paid by the mortgagor. All such expenses and disbursements shall be an additional lien upon the premises and shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceeding; which proceeding, whether such decree or sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and the costs of the suit, including attorneys fees, have been paid. The mortgagor waives all rights to the possession of, and income from said premises, pending such foreclosure proceedings, and until the period of redemption from any sale thereunder expires, and agree that upon the filing of any foreclosure suit, a receiver shall and may be at once appointed to take possession or charge of said premises, and collect such income, and the same, less receivership expenditures, including repairs, insurance premiums, taxes, assessments and their commissions, to pay to the person entitled to a deed under the certificate of sale, or in reduction of the redemption money if said premises be redeemed.

And it is further mutually understood and agreed, by and between the said parties hereto, that the covenants and agreements herein contained or entered into hereby, shall apply to, and as far as the law allows, be binding upon and be for the benefit of the heirs, executors, administrators and assigns of said parties respectively.

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In Witness Whereof, the said Mortgagor has signed on this 23RD day of December 1992.

Michael J. Kozak
MICHAEL JAMES KOZAK

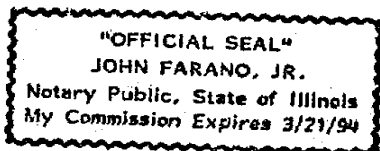
Kelly L. Kehoe
KELLY LYNN KEHOE

STATE OF ILLINOIS)
) SS
COUNTY OF DEPAGE)

I, the undersigned, in and for said County, in the State aforesaid, do certify that **MICHAEL JAMES KOZAK AND KELLY LYNN KEHOE**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes set forth.

Given under my hand and notary seal this 23RD day of December, 1992.

John Farano, Jr.
NOTARY PUBLIC



Cook County Clerk's Office

93032193



Document Prepared By:
Attorney John Farano, Jr.
7836 West 103rd Street
Palos Hills, Illinois
(708) 598-6626

Record and return to:
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7836 West 103rd Street
Palos Hills, Illinois 60465

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