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MORTGAGE

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This Indenture WITNESSETH, That the Mortgagor, SUZANNE N. KURECKI, *Spinster* of 4023 Stickney, #9, Illinois, Mortgages and Conveys to RAYMOND KURECKI, of 14810 Kilpatrick, Midlothian, Illinois, to secure the payment of a certain indebtedness evidenced by one mortgage note dated on the 20th day of July, 1994, executed by RAYMOND KURECKI payable to the order of RAYMOND KURECKI, for the principal sum of Forty One Thousand Dollars and no/100th \$41,000.00), due by August 16, 2009, or at the time of sale of any real estate owned by SUZANNE N. KURECKI, for the following described real estate, to wit:

2588

See attached exhibit A Hereto made a part thereof.

Commonly known as: 1313 Ritchie No. Court, Chicago, IL 60611 *unit 802 garage unit 341*

P.I.N.: 17-03-108-007
17-03-108-014

The mortgagor covenants and agrees as follows:

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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 payments at 9% per annum, shall be so much additional indebtedness secured hereby;

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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,

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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.

In witness whereof this 27th day of July, 1994.


SUZANNE N. KURECKI

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, in and for said County, in the State aforesaid, do certify that SUZANNE N. KURECKI 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 27th day of July, 1994.


NOTARY PUBLIC



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

Record and return to:
Suzanne N. Kurecki
1313 N. Ritchie Court
Chicago, IL 60611

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

UNIT # 802 AND UNIT # 341
IN THE RITCHIE COURT PRIVATE RESIDENCES CONDOMINIUM AS DELINEATED
ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOTS 10 TO 14, INCLUSIVE, AND LOTS 1 TO 5, INCLUSIVE,
IN BLOCK 2 IN W.O. STONE'S SUBDIVISION OF ASTOR'S ADDITION TO
CHICAGO, IN THE FRACTIONAL NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39
NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS
FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID LOT 10 WITH
A LINE DRAWN PARALLEL TO AND 100 FEET SOUTH OF (AS MEASURED AT
RIGHT ANGLES TO) THE NORTH LINE OF SAID BLOCK 2; THENCE EAST ALONG
THE LAST DESCRIBED LINE, A DISTANCE OF 100 FEET; THENCE
SOUTHEASTERLY ON A LINE DRAWN PARALLEL TO AND 100 FEET (AS MEASURED
ON THE NORTH AND SOUTH LINE OF SAID BLOCK 2) EAST OF THE WEST LINE
OF SAID BLOCK 2, TO THE NORTH LINE OF SAID LOT 4; THENCE EAST ON
SAID NORTH LINE OF LOT 4 TO ITS INTERSECTION WITH A LINE DRAWN
PARALLEL TO AND 102 FEET (AS MEASURED ON THE NORTH AND SOUTH LINE OF
SAID BLOCK 2) EAST OF THE WEST LINE OF SAID BLOCK 2; THENCE
SOUTHEASTERLY ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 161.50
FEET, (MEASURED 161.51 FEET RECORD) MORE OR LESS, TO A POINT ON
THE SOUTH LINE OF SAID LOT 1, WHICH IS 102 FEET EAST OF THE
SOUTHWEST CORNER OF SAID LOT 14; THENCE WEST ALONG THE SOUTH LINE
OF SAID BLOCK 2 (BEING THE NORTH LINE OF EAST GOETHE STREET), A
DISTANCE OF 102 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 2;
THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID BLOCK 2 (BEING
THE EASTERLY LINE OF RITCHIE COURT), A DISTANCE OF 182.47 FEET,
MORE OR LESS, TO THE POINT OF BEGINNING, WHICH SURVEY IS ATTACHED
AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS
DOCUMENT 03081292 AND AMENDED BY DOCUMENT 94189912, TOGETHER WITH
ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK
COUNTY, ILLINOIS

"GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND
ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED
REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID
PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM, AFORESAID,
AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE
RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT
OF THE REMAINING PROPERTY DESCRIBED THEREIN"

"THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS,
CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID
DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION
WERE RECITED AND STIPULATED AT LENGTH HEREIN."

THE PURCHASER OF THE UNIT, WAS THE TENANT OF THE UNIT, PRIOR TO THE
CONVERSION OF THE BUILDING TO A CONDOMINIUM.

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