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MORTGAGE

DEPT-01 RECORDING
T#0012 TRAM 8349 08/09/94 13:18:00 \$25.
#9479 \$ SK # - 94 - 70459
COOK COUNTY RECORDER

This mortgage, made may 18, 1993, by KASIMIR and GENOWEFA SAWICKI of the City of Algonquin, County of McHenry, State of Illinois, hereinafter referred to as mortgagor, and EDWARD R. and DONNA R. SAWICKI, of 138 North Hale, City of Bartlett, County of Cook, State of Illinois, hereinafter referred to as mortgagee.

Witnesseth: that mortgagor for and in consideration of the sum of Fifty Thousand Dollars (\$50,000.00), the receipt of which is acknowledged, mortgages to mortgagee all that certain land in the County of Cook, State of Illinois, described as follows:

The South 54 feet of Lot 19, and the North 12 feet of Lot 18 in Block 2 in Arthur R. Levines Addition to the Village of Bartlett, being a subdivision of part o the Northwest Quarter of Section 35, Township 41 North, Range 9 East of the Third Principal Meridian, in Cook County, Illinois.

PIN 06-35-115-03Z-0X0

Together with all the tenements, hereditament, and appurtenances thereunto belonging, and the rents, issues, and profits thereof.

This mortgage is intended to secure the payment of a certain promissory note of even date herewith, in which mortgagor promises to pay to mortgagor or order for value received, on or before May 18, 2007 at place designated by the mortgagee the sum of Fifty Thousand Dollars (\$50,000.00), to be paid in monthly installments, that is, the sum of Five Hundred Dollars (\$500.00) on the eighteenth day of each month beginning on May 18, 1993, and in each of the months following until the whole shall have been paid, with interest thereon at the rate of Zero per Cent (0%) per year, the interest on each instalment being payable when it becomes due, and, if not then paid, to bear interest at the same rate as the principal, both principal and interest being payable in lawful money of the United States of America.

In case default be made in the payment of the principle, or any instalment thereof, or any instalment of interest, as provided in such promissory note, the whole sum of principal and interest shall be due at the option of mortgagee, his successors or assigns, and suit may be immediately brought and a decree issued to sell the premises, with all of the appurtenances, or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, mortgagee is to retain the principal and interest, although the time of payment of such principal sum may have expired, together with the costs and charges of making such sale and of suit for foreclosure, including counsel fees at the rate of Ten per cent (10%) on the amount that may be found to be due for principal and interest by the decree, and also the amounts, both principal and interest, of all such payments of liens or other encumbrances as may have been made by mortgagee by reason of the permission hereinafter given, and the remainder, if any, shall be paid, on demand, to mortgagor, h is successors or assigns.

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Mortgagor, for himself and his successors and assigns, does hereby covenant and agree:

1. To pay all and singular the principal and interest and other sums of money payable by virtue of such promissory note and this mortgage, or either, promptly on the days respectively the same severally come due.

2. To pay all and singular taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the premises, and if the same are not promptly paid mortgagee, his successors or assigns, may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of Zero per cent (0%) per year and shall be repaid with such interest by mortgagor, his successors or assignees, to mortgagee, his successors or assigns.

3. To pay all and singular the costs, charges, and expenses, including attorney's fees, reasonably incurred or paid at any time by mortgagee, his successors or assigns, because of failure of mortgagor, his successors or assignees, to perform, and comply with each stipulation, agreement, condition, and covenant of such promissory note and this mortgage, or either, and every such payment shall bear interest from the date thereof at the rate of Ten per cent (10%) per year.

4. To keep the building or buildings now or hereafter on the premises insured against loss by fire or lightning in a sum of not less than One Hundred Thousand Dollars (\$100,000.00), in a company or companies approved by mortgagee, his successor or assigns, the policy or policies to be held by and payable to mortgagee, his successors and assigns. In the event any sum of money becomes payable under such policy or policies, mortgagee, his successors or assigns, shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit mortgagor, his successors or assigns, to receive and use it, or any part thereof, for other purposes, without waiving or impairing any lien or right under or by virtue of this mortgage. In the event mortgagor, his successors or assigns, does not so keep the building or buildings insured, and furnish such policy or policies, as agreed mortgagee, his successors or assigns, may pay for such insurance or any part thereof, without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from the date thereof at the rate of Ten per cent (10%) per year and shall be repaid with such interest by mortgagor, his successors or assigns, to mortgagee, his successors or assigns.

5. To commit, permit or suffer no waste, impairment, or deterioration of the premises or any part thereof.

6. To perform, comply with, and abide by, each and every

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stipulation, agreement, condition, and covenant in such promissory note and in his mortgage set forth.

7. That, in the event that at the beginning of or at any time pending any suit on this mortgage, to foreclose it, to reform it, or to enforce payment of any claims hereunder, mortgagee, his successors or assigns, shall apply to the Court having jurisdiction of that suit for the appointment of a receiver, that Court may and should forthwith appoint a receiver of the premises, including all and singular the rents, income, profits, issues, and revenues from whatever source derived. That receiver should have all the broad and effective functions and powers that a Court may entrust to a receiver. That appointment may and should be made by the Court as an admitted equity and a letter of absolute right of mortgagee, his successors or assigns, without reference to the adequacy or inadequacy of the value of the premises or to defendants in that suit. Such rents, profits, income, issues, and revenues should be applied by that receiver according to the lien or equity of mortgagee, his successors or assigns, and the usual practice of the Court.

8. That mortgagor is lawfully seized of the premises, that they are free of any encumbrances, and that mortgagor has good right and lawful authority to sell or mortgage the same; and mortgagor does hereby fully warrant the title to that land, and will defend the same against the lawful claims of all persons whomsoever.

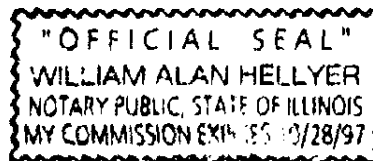
In witness whereof, mortgagor has executed this mortgage at Crystal Lake the 20 day and year first above written.

[Signature]
[Signature]

Sworn to and signed before me this 20 day of June, 1994.

[Signature]
Notary Public

Prepared by & Mail to:
William A. Hellyer, LTD.
10 W. Terra Cotta Avenue
Crystal Lake, Illinois 60014
815/459-1700



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