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95188330

Document No. ....

Filed and Recorded ..... at ..... o'clock ..... M.

Recorder.

THIS INDENTURE WITNESSETH, THAT THE MORTGAGORS, JOHN W. MILLER and LISA K. MILLER, of the County of Cook and State of Illinois, Mortgagees and WARRANTORS, Kevin D. Kelly and ANITA K. KOCH, of the County of Cook and State of Illinois, the following described real estate to wit:

Lot 7 in Block 431 in Broadmeadow Properties, being a subdivision of the South 2/3 of the Southwest 1/4 of Section 40, Township 42 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois, and more commonly known and described as 151 Appletree Road, Winnetka, Illinois, to secure the payment of \$400,000.00, as evidenced by one promissory note dated February 1th, 1995, for \$400,000.00 falling due in monthly payments of \$5,360.00 including 1/2 cent, commencing on April 1st, 1995 and continuing each and every month with the entire sum of principal and accrued interest at rate of 9% and payable on or before March 1st, 2003. Said note is executed by John W. Miller and Lisa K. Miller of 151 Appletree Road, Winnetka, Illinois to the order of Kevin D. Kelly and Anita K. Kelly, and payable at Joint Lookout, Oglesby, Illinois.

This mortgage is Collateral Security to a Deed of Trust (Mortgage) recorded against property in Blaine County, Idaho, described as follows:

Condominium Unit 405 as shown on the Condominium Map for LARKSPUR CONDOMINIUMS, recorded as instrument No. 212619 and AMENDMENT thereto, recorded as instrument No. 225165, and as defined and described in the Condominium Declaration for LARKSPUR CONDOMINIUMS, recorded as Instrument No. 212617, AMENDMENT recorded as Instrument No. 212692, and CUILE SERIAL, recorded as Instrument No. 225164, records of Blaine County, Idaho.

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One, and only one, promissory note hereinabove described has been executed by mortgagors, namely the note for \$400,000.00 executed at time of execution of Deed of Trust recorded against the condominium property in Blaine County, Idaho.

situated in the County of Cook in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all rights to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein contained.

BUT IT IS EXPRESSLY PROVIDED AND AGREED, That if default be made in the payment of the said described

promissory note or of any part thereof, or the interest thereon, or any part thereof, at the time and in the manner above specified for the payment thereof, or in case of waste or nonpayment of taxes or assessments on said premises, or of a breach of any of the covenants or agreements herein contained, then and in such case the whole of said principal sum and interest, secured by the said mortgage, shall become immediately due and payable; And this mortgage may be immediately foreclosed to pay the same by said mortgagee, their heirs, executors, administrators, attorneys or assigns; And it shall be lawful for the said mortgagee, their heirs, executors, administrators, attorneys or assigns, to enter into and upon the premises hereby granted, or any part thereof, and to receive and collect all rents, issues and profits thereof; and if suit shall be commenced to foreclose this mortgage for the nonperformance of the provisions hereof, then there shall be allowed the complainant's solicitor reasonable fees for beginning as well as conducting such suit, which solicitor's fee shall be considered a portion of the mortgage debt hereby secured.

UPON THE FILING OF ANY BILL To foreclose this mortgage in any court having jurisdiction thereof, such court may appoint

Receiver, or any proper person receiver, with power to collect the rents, issues and profits arising out of said premises during the pendency of such foreclosure suit, and until the time to redeem the same for any sale that may be made under any decree foreclosing this mortgage shall expire; and such rents, issues and profits when collected may be applied toward the payment of the indebtedness and costs herein mentioned and described. And upon the foreclosure and sale of said premises, there shall be first paid out of the proceeds of such sale all expenses of advertisement, selling and conveying said premises, and reasonable dollars attorneys' or solicitors' fees, to be included in the decree, and all moneys advanced for taxes, assessments and other liens; then there shall be paid the principal of said note, whether due and payable by the terms thereof or not, and the interest thereon.

THE SAID MORTGAGORS COVENANT AND AGREE that they will keep all buildings that may at any time be upon said premises insured in such companies as they shall direct for their full insurable value, and make the loss, if any, payable to, and deposit the policies with the party of the second part or their assigns as further security for the indebtedness aforesaid.

DATED, this 3rd day of February, A. D. 1995

March 1995

JOHN W. MILLER (SEAL) LISA K. MILLER (SEAL)

STATE OF ILLINOIS, County of Cook

In and for said County, in the State aforesaid, Do Hereby Certify, that John W. Miller and Lisa K. Miller

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as their 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 seal, this 3rd day of February, A. D. 1995

" OFFICIAL SEAL " ANITA KOCH NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES 11/16/95

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REAL ESTATE MORTGAGE  
(STATUTORY FORM)

TO

*Handwritten notes:*  
MORTGAGE  
STATE OF ILLINOIS  
COUNTY OF LA SALLE  
No. 1301

STATE OF ILLINOIS  
COUNTY OF LA SALLE

This instrument was filed for Record in the  
Recorder's office of ~~La Salle~~ County aforesaid, on

the \_\_\_\_\_ day of \_\_\_\_\_  
A. D. 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and

recorded in Book \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ on page \_\_\_\_\_

Recorder:

Property of Cook County Clerk's Office

RECORDING FEE \$25.50  
SEARCH FEE \$1.00  
TOTAL \$26.50  
COOK COUNTY RECORDER

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