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DEPT-01 RECORDING \$31.00
T#0012 TRAN 2092 09/23/96 14:42:00
#2860 DT *-96-725748
COOK COUNTY RECORDER

Property of Cook County Clerk's Office
MORTGAGE 96054858 76313302

Co. Ind. ex.
KNOW ALL MEN that James W. Carvell, divorced and not remarried ("Borrower"), in consideration of the sum of One Hundred Forty Thousand Dollars (\$140,000.00) in hand paid by Scott B. Rose and Laurie A. Rose, his wife ("Lenders"), receipt whereof is hereby acknowledged, does hereby grant, as security to said Lenders, the real estate herein legally described:

Lot 12 Block 3 in Hillview Estates, Unit No. 1, of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 29, Township 37 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois,

3100 KC

situate and being in the County of Cook, State of Illinois, and commonly known as 1031 Hillview, Lemont, Illinois 60439. PIN No.: 22-29-413-012-0000.

To have and to hold the same to said Lenders and their grantees and assigns, forever. Borrower, his heirs, personal representative, and grantees hereby covenant that they are well and truly seized of good and merchantable title to the premises above conveyed in law, in fee simple, and that the title so conveyed is clear, free, and unencumbered, and they warrant and defend the same to Lenders, their grantees and assigns, against all claims whatsoever.

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Provided always and upon the express condition that if Borrower, his heirs, or personal representative, cause to be paid to Lenders the sum of One Hundred Forty Thousand Dollars (\$140,000.00) according to the conditions of a certain Note dated even date herewith, executed

BOX 333-CT1

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by James W. Carvell, then this Mortgage and Note shall cease and be null and void. In case of the nonpayment of any sum of money to be paid, as set forth in this Mortgage at the time or times when it shall become due, or the failure to perform any of the covenants or agreements by James W. Carvell to be kept and performed, then, in such case, or in either case, the whole amount of said principal sum shall, at the option of Lenders, their assigns, grantees, and personal representatives, be deemed to have become due and payable without any notice whatever. The amount due, with accrued interest, shall thereon be collectible in a suit at law, or by foreclosure of this mortgage, in the same manner as if the whole of said principal sum had been made payable at the time when any such failure shall occur as aforesaid, and the judgment or decree in the suit brought to foreclose, the same shall embrace the principal debt and interest with interest at the rate aforesaid, and it shall be lawful in such case, or in either case, for Lenders, their assigns, grantees, personal representatives, or heirs, to sell or convey the said real estate at a public sale and on such sale to make and execute to the purchasers, or the purchasers, good and sufficient deeds of conveyance in the law, pursuant to the statute in such case made and provided. In case suit shall be brought for the foreclosure of this mortgage, Borrower, for himself, his personal representatives, assigns, and grantees, covenant and agree they will pay to Lenders, their grantees, assigns, personal representatives, or heirs, all expenses incurred for the purpose of the foreclosure suit and, in addition to the taxable costs of such suit, a reasonable sum of money as attorneys' fees to be included with the expenses above mentioned in the judgment or decree.

The undersigned hereby releases and waives any homestead rights he has in and to the property described herein.

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Borrower shall maintain replacement value homeowner's insurance on the property insuring the property against loss or damage by fire or other casualty. Borrower shall cause Lenders to be named as an additional insured on the insurance policy. The Borrower shall pay to Lenders a sum equal to one-twelfth of the annual premium with each payment due to Lenders as provided in the Note of even date herewith.

Borrower shall pay to Lenders on the day monthly installments of principal and interest are payable pursuant to the Note of even date herewith until the payments required to be paid hereunder are paid in full, a sum equal to one-twelfth of the yearly taxes and assessments, as reasonably estimated initially and from time to time by Lenders on the basis of assessments and tax bills and reasonable estimates thereof.

If the amount of the payments held by Lenders shall not be sufficient to pay taxes and assessments as they fall due, Borrower shall pay to Lenders any amount necessary to make up the deficiency within thirty (30) days from the date notice is mailed by Lenders to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lenders shall promptly refund to Borrower any payments held by Lenders.

Borrower shall not permit a mechanic's lien or other lien or judgment to attach to the property.

This Mortgage, and the Note of even date herewith, are not assignable or transferable without the written consent of Lenders having first been obtained. Any assignment, conveyance, or transfer of the legal or equitable interest in the property by Borrower shall, at Lenders' option, cause the entire unpaid balance of principal and interest on the Note to become immediately due and payable in full.

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As additional security in the event of default, Borrower assigns to Lenders all unpaid rents and all rents which accrue thereafter and, in conjunction with any one of them, Lenders may collect any rent due and owing and may seek the appointment of a receiver.

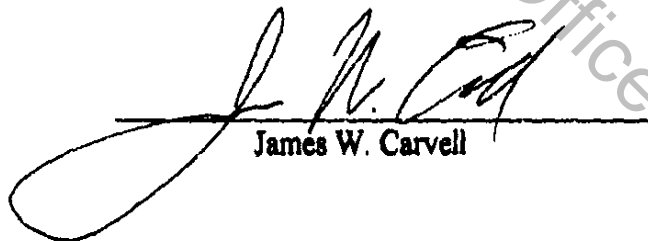
If default is based upon the failure to pay taxes, assessments, insurance, or liens, Lenders may elect to make such payments and add the amount to the principal balance due, which amounts shall become immediately due and payable by Borrower to Lenders.

Borrower shall pay a late charge of five percent (5%) of any sum due hereunder which lenders accept after the date such sum was due.

Borrower or Lenders shall pay all reasonable attorneys' fees and costs incurred by the other in successfully enforcing the terms and provisions of this Mortgage.

All notices required to be given under this Mortgage shall be construed to mean notice in writing signed by, or on behalf of, the party giving the notice, and such notice may be served upon the other party personally or by certified or registered mail, return receipt requested, addressed to the parties, if to Lender at the address to which payments required on the Note are made, or if to Borrower at the address of the property. Notice shall be deemed made when mailed or served.

IN WITNESS WHEREOF, James W. Carvell has hereunto set his hand and seal this 19th day of September, 1996.


James W. Carvell

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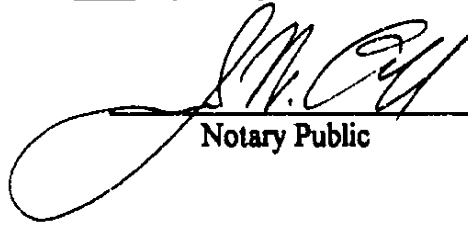
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that James W. Carvell, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day, in person, and acknowledged that he signed, sealed, and delivered the said Mortgage as his free and voluntary act.

Given under my hand and official seal this 19th day of September, 1996.



Notary Public

C:\WPWin\Rose-Soo\Mortgage\Car

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EXHIBIT "A"

Lot 12 Block 3 in Hillview Estates, Unit No. 1, of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 29, Township 37 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

and commonly known as 1031 Hillview, Lemont, Illinois 60439.

PIN No.: 22-29-413-012-0000

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Prepared by airmail TO:
Donald M. Rose LTD.
4215 Kirchoff Rd.
Rolling Meadows, IL 60008

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11/11/11