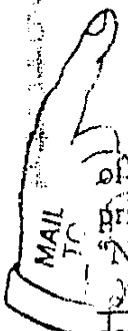


After recording return to:
THE CADLE COMPANY
100 North Center Street
Newton Falls, OH 44444
(330) 872-0918

UNOFFICIAL COPY

CD680137

MORTGAGE DEED



The Mortgagors, WILLIAM K. and LINDA S. MURRAY, husband and wife, in consideration of the principal sum specified in the Promissory Note dated September 16, 1988, in the original principal amount of \$25,000.00 made in favor of Skokie Federal Savings and Loan Association, (the "Note"), received from CADLEROCK JOINT VENTURE, L.P., the Mortgagee, hereby on this 22nd day of May, 1997, mortgage to the Mortgagee the real property in Cook County, Illinois, described as follows:

Lot 16 in Block 2 in SouthEast Gross Second Unter Den Linden
Addition to Chicago in Sec. 26, Township Forty North, Range 13,
east of the Third Principal Median in Cook County, Illinois.

PIN# 13-26-202-016

as security for the payment of the Note of which the following is a copy, and agree:

1. To make all payments required by the Note and this Mortgage promptly when due.
2. To pay all taxes, assessment, liens and encumbrances on that property promptly when due. If they are not promptly paid, the Mortgagee may pay them without waiving the option to foreclose, and such payments, with interest thereon from the date of payment at the same rate as specified in the Note, shall also be secured by this Mortgage.
3. To keep all buildings now or hereafter on that land insured against damage by fire and lightning in the sum secured by this Mortgage, by an insuror satisfactory to the Mortgagee, the insurance policy to be held by and payable to the Mortgagee. If the Mortgagor shall not do so, the Mortgagee may do so without waiving the option to foreclose, and the cost thereof, with interest thereon from the date of payment at the same rate as specified in the Note, shall also be secured by this Mortgage. If any sum becomes due and payable under such policy, the Mortgagee may apply it to the indebtedness secured by this Mortgage, or may permit the Mortgagor to use it for other purposes, without impairing the lien of this Mortgage.
4. To commit, permit or suffer no waste, impairment, or deterioration of the mortgaged property.
5. To pay all expenses reasonably incurred by the Mortgagee because of failure of the Mortgagors to comply with the agreements in the Note or this Mortgage, including reasonable attorneys' fees. The cost thereof, without interest thereon from the date of payment at the same rate as specified in the Note, shall also be secured by this Mortgage.
6. If any payment provided for in the Note is not paid within thirty days after it becomes due, or if any agreement in this Mortgage other than the agreement to make the payments is breached, the entire unpaid principal balance of the Note shall immediately become due at the option of the

P-7
S-N
G-N
M-Y
23.50
20.00
43.50

UNOFFICIAL COPY

1300 BLDG (0201)
8100-518 (0201)
Newtown Falls, OH 44444
100 North Center Street
THE CADLE COMPANY
A Subsidiary of

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Mortgagee, and the Mortgagee may foreclose the Mortgage in the manner provided by law, and have the mortgaged property sold to satisfy or apply on the indebtedness hereby secured.

7. The rents and profits of the mortgaged property are also hereby mortgaged, and if proceedings to foreclose this Mortgage shall be instituted, the court having jurisdiction thereof may appoint a receiver of the mortgaged property, and apply those rents and profits to the indebtedness hereby secured, regardless of the solvency of the Mortgagors or the adequacy of the security.

Signed in the presence of:

Patty Barraza
Witness
Print Name: Patty Barraza

William K. Murray
William K. Murray

Janice Krzywonos
Witness
Print Name: JANICE KRZYWNOS

Linda S. Murray
Linda S. Murray

STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 22nd day of May, 1997 by William K. Murray and Linda S. Murray, who personally known to me or who have produced Drivers Licenses as identification.

“OFFICIAL SEAL”
Yolanda Almenas
Notary Public, State of Illinois
My Commission Expires 03/06/00

Yolanda Almenas
Notary Public

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