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97081501

MAIL TO:
KATHLEEN A. HENSON
PROCTOR & HENSON
10 Phillip Rd. - Suite 122
Vernon Hills, IL 60061

COOK COUNTY
RECORDER
JESSE WHITE
ROLLING MEADOWS

02-05-97 10:04
RECORDING 25.00
FEE 0.50
97081501



MORTGAGE FOR SECURING RESIDENTIAL LOAN
BY AND BETWEEN ELEANOR B. KIRBY, MORTGAGOR,
AND DONALD J. KIRBY AND SCOTT D. CLARK, MORTGAGEES

KNOW ALL MEN BY THESE PRESENTS, that I, Eleanor B. Kirby, residing at 2508 Hawk Lane, Rolling Meadows, Illinois (herein designated as the "Mortgagor"), do hereby acknowledge myself to be justly indebted to Donald J. Kirby residing at 785 Dartmoor, Crystal Lake, Illinois, and Scott D. Clark, residing at 1933 Vista Cay, San Mateo, California, 94404, (herein designated as "Mortgagees", in the sum of TWO THOUSAND and NO/00 (\$2000.00) dollars, or so much thereof as shall, at any time, be advanced by the holder of this mortgage, lawful money of the United States, which sum I, the said Mortgagor, do hereby covenant to pay to the said Mortgagees, their executors, administrators, or successors, on the 1st day of January 2006, upon my death, upon the deaths of one or both of the Mortgagees, or upon the sale of said property, whichever date should first arrive, with interest on the total amount so advanced from the date when such advance is, or shall be, made, at the rate of twelve percent (12%) per annum.

That, to secure the payment of an indebtedness in the sum of TWO THOUSAND and NO/00 (\$2000.00) dollars, or so much thereof as shall at any time be advanced to the holder of this mortgage, the Mortgagor hereby mortgages to the Mortgagees all that certain lot piece, or parcel of land, with the buildings and improvements thereon made, or erected, situate, lying and being in the City of Rolling Meadows, State of Illinois, and bounded and described as follows:

Lot 21E7 in Rolling Meadows Unit No. 13, being a subdivision in the South half of Section 36, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.
PIN #02-36-406-043
2508 Hawk Lane, Rolling Meadows, Illinois, 60008.

This shall constitute a loan and a lien on the said premises, to be secured by a mortgage note to be then executed and recorded.

IT IS UNDERSTOOD AND AGREED, by and between the parties hereto, on behalf of themselves and their respective legal representatives, that this mortgage is subject to the following:

1. That the Mortgagor shall pay the indebtedness as hereinbefore provided.

Eleanor Kirby *Ek*

1 Donald Kirby *Dk* Scott Clark *SC*

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2. That it is expressly understood and agreed that all gas fixtures, bathtubs, attached fixtures, including, but not limited to: furnaces, ranges, mantels, grates and similar fixtures and articles, and each and every fixture and improvement now or hereafter, attached to, or placed in, the said building or buildings located on the above-mentioned property located at 2508 Hawk Lane, Rolling Meadows, shall form part of the mortgaged premises, to be covered by, and subject to, the lien of the mortgage given to secure the advances herein provided for.

3. That the Mortgagor shall keep the buildings on the premises insured against loss by fire, for the benefit of the Mortgagee.

4. That no building on the premises shall be removed, or demolished, without the consent of the Mortgagees.

5. That the whole of the said principal sum and accrued interest shall become due, at the option of the Mortgagees, if the buildings on the said premises are not maintained in reasonably good repair, or upon the failure of the Mortgagor of said premises to comply with the requirement of any department of the State of Illinois or City of Rolling Meadows, within three (3) months after an order making such requirement has been issued by any said State or City, department.

6. That the sale of these premises must be sold in one parcel.

7. That the whole of the said principal sum shall become due after default in the payment of any tax, water rate, or assessment, upon sixty (60) days after notice and demand.

8. That the Mortgagees in any action to foreclose said property, shall be entitled to the appointment of a receiver, and that the expenses to foreclose on said property shall be paid by the Mortgagor, out of the balance of the property principle, prior to the payment to the Mortgagees.

9. That the Mortgagees within ten (10) days upon request in person, or within twenty (20) days upon request by certified U.S. mail, will furnish to Mortgagor a statement of the amount due on this mortgage.

10. That notice and demand, or request, may be in writing and may be served in person or by certified U.S. mail.

11. That the Mortgagor warrants the title to the premises.

12. That the above-mentioned property held as security, shall not without the written consent of the Mortgagee be used as security for any other debt.

13. It is understood and agreed that the Mortgagees shall receive, accept and hold this mortgage as tenants in common, and that, upon the death of one of them, upon the death, incapacity, or default of the Mortgagor, or upon the Mortgagor making her permanent residence at another location, this mortgage shall accelerate, and the Mortgagor shall pay in full, the amount owed to each of the Mortgagees which amount shall include principle and interest.

14. That the Mortgagor shall provide annually a copy of her insurance receipt for said property, as well as copies of the receipts for property taxes.

15. No penalties, fines or costs shall be assessed to the Mortgagor upon payment in full of principle and interest accrued, if paid prior to the 1st day of December, 2005, and Mortgagor is not in default.

IN WITNESS WHEREOF, the parties hereto in the presence of each other and the undersigned Notary Public, have hereunto set their hands and seals, to this AGREEMENT consisting of three (3) typewritten pages, on this 1st day of

Eleanor Kirby *EK*

2 Donald Kirby *DK* Scott Clark *SC*

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JANUARY, 1996.

Date: 1-1-97

Eleanor B. Kirby
Mortgagor

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Kathleen A. Henson, a Notary Public in and for the said County, in the State aforesaid, CERTIFY THAT Eleanor B. Kirby is personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that she has signed, sealed and delivered the instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 1ST day of JANUARY, 1997.

"OFFICIAL SEAL"
Kathleen Ann Henson
Notary Public, State of Illinois
My commission expires on June 1, 1997.

Kathleen A. Henson
Notary Public

Date: 1-1-97

Donald J. Kirby
Mortgagee

788 Dartmoor
Crystal Lake, Ill.

Date: 1-1-97

Scott D. Clark
Mortgagee

1933 Vista Cay
San Mateo, California
94404

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Kathleen A. Henson, a Notary Public in and for the said County, in the State aforesaid, CERTIFY THAT Donald J. Kirby and Scott D. Clark are 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 acknowledge that they have signed, sealed and delivered the instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 1st day of January, 1997.

"OFFICIAL SEAL"
Kathleen Ann Henson
Notary Public, State of Illinois
My commission expires on June 1, 1997.
PREPARED BY MAIL TO
PROCTOR & HENSON

Kathleen A. Henson
Notary Public

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Vernon Hills, IL 60061

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3 Donald Kirby DK Scott Clark

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