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Cook County Recorder

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COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
SKOKIE OFFICE

## **MORTGAGE**

THIS INDENTURE MITNESSETH, that Laurel Teamer (hereinafter called the Borrower,) of 3124 Melrose Court, Wilmette, Illinois for and in consideration of the sum of One-Hundred Twenty-five Thousand Dollars (\$125,000.00) in hand paid CONVEYS AND WARRANTS to Cecilia C. Carlson and William L. Walsh of 605 Illinois Road, Wilmette, Illinois

as Lender, the following describer real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Cook and State of Illinois, to-wit:

LOT 15 IN CRANSTON FIRST ADDITION, A SUBDIVISION OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 05-30-407 211

Address(es) of premises: 3124 Melrose Court, Wilmette, lilinois

for the purpose of securing performance of the covenants and sureements herein.

WHEREAS, The Borrower is justly indebted upon a principal promiscory note dated July 30, 1999, payable monthly, with the full debt, if not paid earlier, due and payable on July 30, 2029.

THE BORROWER covenants and agrees as follows: (1) To pay said indeb edr ess, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes and assessments against said riemises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction of damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed of suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, with loss clause attached payable to the Lender herein as their interest may appear, which policies shall be left and remain with the said Mortgagee until the indebtedness is fully paid; (6) to keep all buildings now or at any time on the property commonly known as 281 Cowpens/Clifton Road, Spartanburg, South Carolina 29307 insured in companies to be selected by the grantee herein, with loss clause attached payable to the Lender herein as their interest may appear, which policies shall be left and remain with the said Mortgagee until the indebtedness is fully paid; (7) to effectuate the purchase of the property commonly known as 281 Cowpens/Clifton Road, Spartanburg, South Carolina 29307 at a title insurance company licensed to do business in the State of South Carolina only after receiving a title insurance commitment from said title insurance company subject only to the standard general exceptions contained in the Owner's Policy issued by that company, taxes not yet due and

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payable and covenants, conditions and restrictions of record which do not prohibit the property's use as a single family residence; and (8) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or prior incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and all money so paid, the Borrower agrees to repay immediately without demand, and the same with interest thereon as set forth in the principal promissory not shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become the mediately due and payable, and with interest thereon from time of such breach at fifteen percent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the Borrower that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the forer lost re hereof - including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree - shall be paid by the Borrower; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, snall also be paid by the Borrower. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's feet have been paid. The Borrower for the Borrower and for the heirs, executors, administrators and assigns of the Borrower waives all right to the possession of, and income from, said premises pending such forecle sure proceedings, and agrees that upon the filing of any complaint to foreclose this Mortgage, the court in which such complaint is filed, may at once and without notice to the Borrower, or to any party claiming under the Borrower, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

Subscribed and sworn to before

me this 20"day of

OFFICIAL SEAL DANIEL E FAJERSTEIN NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. JAN. 3.2003

Prepared by and mail to Danjel E. Fajerstein, 555 Skokie Boulevard, Suite 500, Northbrook, Illinois 60062.