

UNOFFICIAL COPY

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1999-08-24 13:14:29  
Cook County Recorder 27.50

**MORTGAGE**

This Mortgage is given by  
SHIRLEY S. KOZAK, her  
successor(s), as trustee of the  
SHIRLEY S. KOZAK TRUST  
DATED DECEMBER 29, 1977,  
hereinafter called Borrower, of  
Indian Head Park, Illinois, to  
SHIRLEY S. KOZAK, her  
successor(s), as successor trustee



99808076

(The Above Space for Recorder's Use Only)

of the ELMER F. KOZAK TRUST DATED OCTOBER 15, 1960, Trust B, hereinafter called Lender, which term includes any holder of this Mortgage, to secure the payment of the PRINCIPAL SUM of \$190,000 together with interest thereon computed on the outstanding balance, all as provided in a Note having the same date as this Mortgage, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of the Note and this Mortgage.

In consideration of the loan made by Lender to Borrower and for the purpose expressed above, the Borrower does hereby grant and convey to Lender, with MORTGAGE COVENANTS, the land with the buildings situated thereon and all the improvements and fixtures now and hereafter a part thereof, being more particularly described below and having a street address of 101 Edgebrook Court, Indian Head Par, Illinois 60525.

**LEGAL DESCRIPTION**

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

together with the tenements and appurtenances thereunto belonging;

Permanent Index Number: 18-17-302-003

Address of Real Estate: 101 Edgebrook Court, Indian Head Park, Illinois 60525.

Borrower further covenants and agrees that:

1. No superior mortgage or the note secured by it will be modified without the consent of Lender hereunder.
2. Borrower will make with each periodic payment due under the Note secured by this Mortgage a payment sufficient to provide a fund from which the real estate taxes, betterment assessments and other municipal charges which can become a lien against the mortgaged premises can be paid by Lender when due. This provision shall be effective only in the event that a fund for the same purpose is not required to be established by the holder of a senior mortgage.

3. In the event that Borrower fails to carry out the covenants and agreements set forth herein, the Lender may do and pay for whatever is necessary to protect the value of and the Lender's rights in the mortgaged property and any amounts so paid shall be added to the Principal Sum due the Lender hereunder.

4. As additional security hereunder, Borrower hereby assigns to Lender, Borrower's rents of the mortgaged property, and upon default the same may be collected without the necessity of making entry upon the mortgaged premises.

5. In the event that any condition of this Mortgage or any senior mortgage shall be in default for fifteen (15) days, the entire debt shall become immediately due and payable at the option of the Lender. Lender shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.

6. In the event that the Borrower transfers ownership (either legal or equitable) or any security interest in the mortgaged property, whether voluntarily or involuntarily, the Lender may at its option declare the entire debt due and payable.

7. This Mortgage is also security for all other direct and contingent liabilities of the Borrower to Lender which are due or become due and whether now existing or hereafter contracted.

8. Borrower shall maintain adequate insurance on the property in amounts and form of coverage acceptable to Lender and the Lender shall be a named insured as its interest may appear.

9. Borrower shall not commit waste or permit others to commit actual, permissive or constructive waste on the property.

10. Borrower further covenants and warrants to Lender that Borrower is indefeasibly seized of said land in fee simple; that the Borrower has lawful authority to mortgage said land and that said land is free and clear of all encumbrances except as may be expressly contained herein or liens or senior mortgages of record.

This Mortgage is upon the STATUTORY CONDITION and the other conditions set forth herein, for breach of which Lender shall have the STATUTORY POWER OF SALE to the extent existing under State law.

Executed under seal this 19<sup>th</sup> day of August, 1999.

THE SHIRLEY S. KOZAK TRUST DATED DECEMBER 29, 1977

By Shirley S. Kozak (SEAL)  
SHIRLEY S. KOZAK, As Trustee Aforesaid

THE ELMER F. KOZAK TRUST DATED OCTOBER 15, 1960, TRUST B

By Shirley S. Kozak (SEAL)  
SHIRLEY S. KOZAK, as Successor Trustee as Aforesaid

STATE OF ILLINOIS)

) SS

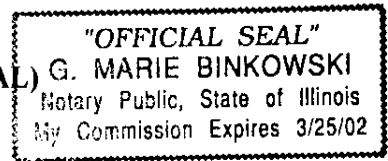
COUNTY OF COOK )

On 8-19-99 before me, MARIE BINKOWSKI, a Notary Public, personally appeared SHIRLEY S. KOZAK, as Trustee of the SHIRLEY S. KOZAK TRUST DATED DECEMBER 29, 1977, and as Successor Trustee of the ELMER F. KOZAK TRUST DATED OCTOBER 15, 1960, TRUST B, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity as Trustee and Successor Trustee respectively, as aforesaid.

WITNESS my hand and official seal.



Marie Binkowski (SEAL)  
Notary Public



This instrument was prepared by Stanley H. Richards, 1813 A. Norwood, Chicago, Illinois 60660.

Mail this instrument to Stanley H. Richards, 1813 A. Norwood, Chicago, Illinois 60660.

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**UNIT 19—101**

**PARCEL 1**

THAT PART OF LOT 19 IN ASHBROOK SUBDIVISION, BEING A SUBDIVISION IN PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 96159610, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 19 AND RUNNING THENCE NORTH 0°-00'-00" EAST, ALONG THE WEST LINE OF SAID LOT, 50.88 FEET; THENCE SOUTH 90°-00'-00" EAST, 116.07 FEET, TO THE EAST LINE OF SAID LOT 19; THENCE SOUTH 0°-00'-00" EAST, ALONG SAID EAST LINE, 54.26 FEET, TO THE SOUTH LINE OF SAID LOT 19, SAID LINE BEING THE NORTH LINE OF EDGEBROOK LANE; THENCE NORTH 87°-49'-06" WEST, ALONG SAID SOUTH LINE, 51.08 FEET, TO A POINT OF CURVE ON SAID SOUTH LINE; THENCE WESTERLY, ALONG SAID SOUTH LINE ON A CURVE WHOSE CENTER LIES SOUTHERLY AND HAS A RADIUS OF 2030.00 FEET, 65.06 FEET, ARC, (CHORD BEARING NORTH 88°-44'-11" WEST, 65.05 FEET, CHORD), MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

**PARCEL 2**

NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF COVENANTS AND EASEMENTS DATED MARCH 1, 1996 AND RECORDED MARCH 1, 1996 AS DOCUMENT 96159611 AND CREATED BY DEED FROM DONVEN HOMES, INC., A CORPORATION OF ILLINOIS, FOR THE PURPOSE OF INGRESS AND EGRESS