

UNOFFICIAL COPY

MORTGAGE

99994348

873 70042 18 001 Page 1 of 3
1999-10-22 09:11:32
Cook County Recorder 47.50



THIS INDENTURE, made September 27, 1999, between **BYRON SMITH**, herein referred to as "Mortgagors," and **Equity Investors Realty Co.** herein referred to as "Mortgagee", witnesseth;

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of Sixty Two Thousand Fifty and No/100 (\$62,050.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at :

111 E. Wacker, Chicago, IL

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledge, do by these presents, CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein:

See Attached Legal Description

PIN 2930102013

CKA 16733 S. Anthony, Hazel Crest, IL, 60429

which, with the property described, is referred to herein as the "premises".

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as the Mortgagors may be entitled thereto and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

Mortgagor covenants with Mortgagee that:

1. Mortgagor will promptly pay the above indebtedness when due;
2. Mortgagor will promptly pay and discharge all real estate taxes, assessments and charges assessed upon the property when due, and in default thereof, Mortgagee may pay the same and such amounts will also be secured by this Mortgage;
3. Mortgagor will keep the buildings and improvements on the property, if any, insured against loss by fire and other casualty in the name of Mortgagee in such an amount and with such company as shall be acceptable to Mortgagee, and in default thereof, Mortgagee may effect such insurance and such amounts will also be secured by this Mortgage;

UNOFFICIAL COPY

99994348

4. Mortgagor will neither make nor permit any work upon the property and will maintain the property and any improvements in good repair;

5. Mortgagor will not remove or demolish any building or improvement on the property without the consent of Mortgagee;

6. If Mortgagor shall sell, convey or transfer, voluntarily or involuntarily, all or any interest in the above property, Mortgagee may at its option, declare the entire indebtedness secured to be immediately due and payable;

7. Mortgagor hereby assigns to Mortgagee all rents and profits of the property, if any, as additional security for the above indebtedness;

8. Mortgagor shall be entitled to the appointment of a receiver in any action to foreclose this Mortgage; and;

9. Mortgagor will warrant and defend the title to the property against the lawful claims and demands of all persons.

If any payment required under such promissory note is not paid when due, or if default shall be made by Mortgagor in the performance of any agreement, term or condition of this Mortgage or such promissory note, Mortgagee may, at its option, declare the entire indebtedness secured hereby to be immediately due and payable and may enforce payment of such indebtedness by foreclosure of this Mortgage or otherwise, in the manner provided by law. Mortgagor shall pay all costs and expenses, including reasonable attorney's fees, incurred by Mortgagee by reason of Mortgagor's default.

Provided, however, that if Mortgagor shall pay the above indebtedness and faithfully perform all agreements, terms and conditions of this Mortgage and such promissory note, then this Mortgage shall be null and void.

The rights and remedies of Mortgagee herein are cumulative, not exclusive, and are in addition to all other rights and remedies available to Mortgagee at law or equity. Failure of Mortgagee to exercise any remedy at any time shall not be a waiver of the right to exercise any right or remedy on any future occasion.

If any provision of this Mortgage shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

This Mortgage is made upon the STATUTORY CONDITION, for any breach of which Mortgagee will have the STATUTORY POWER OF SALE, if existing under applicable law.

Witness the hand, and seal..... of Mortgagors the day and year first above written.

Byron Smith (SEAL)

_____ (SEAL)

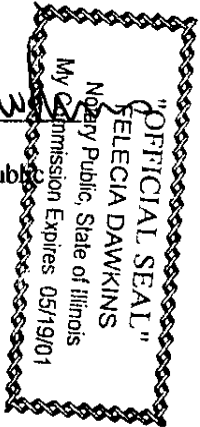
State of Illinois, County of Cook ss.,

Subscribed and Sworn to before me this 27th day of SEPTEMBER 1999
Commission Expires May 19 192001

Aileen Dawkins
Notary Public

This instrument was prepared by Equity Investors Realty, 111 E Wacker, Chicago, IL

Mail this instrument to Phoenix Investments, 111 E. Wacker, Chicago, IL 60601



SCHEDULE A
ALTA Commitment
File No.: 87307

UNOFFICIAL COPY

99994348

LEGAL DESCRIPTION

Lot 13 in Block 6 in Hazelcrest Park, being a Subdivision of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 30, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office