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Cook County Recorder 25.50



MAIL TO:  
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COOK COUNTY  
RECORDER  
JESSE WHITE  
ROLLING MEADOWS

MORTGAGE FOR SECURING RESIDENTIAL LOAN  
BY AND BETWEEN ELEANOR B. KIRBY, MORTGAGOR,  
AND DONALD J. KIRBY, MORTGAGEE

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 664 Regent Dr., Crystal Lake, Illinois, herein designated as "Mortgagee"), in the sum of EIGHT THOUSAND TWO HUNDRED ONE and NO/00 (\$8201.00) 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 Mortgagee, his executor, administrator, or successor, on the 15th day of December 2008, upon my death, upon the deaths of the Mortgagee, 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 EIGHT THOUSAND TWO HUNDRED AND ONE and No/00 (\$8201.00) dollars, or so much thereof as shall at any time be advanced to the holder of this mortgage, the Mortgagor hereby mortgages to the Mortgagee 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 2157 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.
2. That it is expressly understood and agreed that all gas fixtures, bathtubs, attached fixtures,

Eleanor Kirby Ek.

Donald Kirby DK

3/25

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 Mortgagee.

5. That the whole of the said principal sum and accrued interest shall become due, at the option of the Mortgagee, 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 Mortgagee 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 Mortgagee.

9. That the Mortgagee 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 Mortgagee shall receive, accept and hold this mortgage as an individual, and that 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 the Mortgagee which amount shall include principle and interest.

14. That the Mortgagor shall provide to Mortgagee, 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 15th day of December, 2008, 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 15TH day of DECEMBER, 1998.

Date: 12/15/98

*Eleanor B. Kirby*  
Eleanor B. Kirby  
Mortgagor

Eleanor Kirby *EK*

Donald Kirby *DK*

