

UNOFFICIAL COPY 3544762

MORTGAGE

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

THIS INDENTURE, Made this 26TH day of AUGUST, 1986 between GEORGE H. GUTT AND ANN MARIE JANKOWSKI, HIS WIFE, Mortgagor, and

DRAPER AND KRAMER, INCORPORATED a corporation organized and existing under the laws of ILLINOIS Mortgagee.

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of SEVENTY EIGHT THOUSAND (\$ SEVEN HUNDRED THIRTY TWO AND 00/100 78,732.00 Dollars

payable with interest at the rate of NINE AND ONE-HALF per centum (9.500 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in CHICAGO, ILLINOIS or at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of (\$ SIX HUNDRED SIXTY TWO AND 14/100 662.21) on the first day of OCTOBER, 1986, and a like sum on the first day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of SEPTEMBER, 2016.

NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of COOK and the State of Illinois, to wit:

LOT 18 IN BLOCK 1 IN FERGUSON'S BIRCHWOOD ADDITION TO EVANSTON, BEING A PART OF THE SOUTH 1/2 OF THE NORTH WEST 1/4, NORTH OF THE INDIAN BOUNDARY LINE, OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX IDENTIFICATION NUMBER: 11-29-101-005

TOGETHER with all and singular the tenements, hereditaments and appurtenances therunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures, in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and 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 said Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics, men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises; if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same, or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

NOTE IDENTIFIED
REF TIME AGENCY ORDER # C-14357

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Property of Cook County Clerk's Office

REAL ESTATE INDEX GROUP
15923 RIDGE AVE.
EVANSTON, IL 60201

REI TITLE AGENCY ORDER #

C-16357

SEARCHED	INDEXED
SERIALIZED	FILED
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3544762 IN DUPLICATE

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JOHN B. DAVEY
THIS INSTRUMENT PREPARED BY:

TAX IDENTIFICATION NUMBER: 11-29-101-005

at _____ o'clock _____ m., and duly recorded in Book _____ of _____

County, Illinois, on the _____ day of _____ A.D. 19

Filed for Record in the Recorder's Office of _____

Notary Public

My Commission Expires Nov. 2, 1988

GIVEN under my hand and Notarial Seal this 27TH day AUGUST, A.D. 1986

of homestead. free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right person and acknowledged that THEY signed, sealed, and delivered the said instrument as THEIR

person whose name S ARE subscribed to the foregoing instrument, appeared before me this day in and ~~known~~ personally known to me to be the same, a notary public, in and for the county and State of Illinois, Do Hereby Certify That GEORGE H. GUTT AND ANN MARIE JANKOWSKI, HIS WIFE

I, THE UNDERSIGNED

COUNTY OF COOK

STATE OF ILLINOIS

[SEAL] GEORGE H. GUTT

[SEAL] ANN MARIE JANKOWSKI

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WITNESS the hand and seal of the Mortgagor the day and year first written.

the feminine. the singular number shall include the plural, the plural the singular, and the masculine gender shall include

respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, to the

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the

ability of the Mortgagor. IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by

the Mortgagor to any successor in interest of the Mortgagor shall operate to release, in any manner, the original

and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mort-

gagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with,

and Mortgagee hereby waives the benefits of all statutes or laws which require the earlier ex-

ecution or delivery of such release or satisfaction by Mortgagee.

of this mortgage, and Mortgagee, hereby waives the benefits of all statutes or laws which require the earlier ex-

ecution or delivery of such release or satisfaction by Mortgagee.

AND THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the pro-

ceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising,

sale, and conveyance, including attorneys' fees, solicitors', and stenographers' fees, outlays for documentary ev-

idence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any,

for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall

proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for

reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such

AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a

pend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

Whenver the said Mortgagee shall be placed in possession of the above described premises under an order

of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mort-

gagor, in its discretion, may: keep the said premises in good repair; pay such current or back taxes and assess-

ments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have

been required by the Mortgagee; lease the said premises; as are approved by the court; collect and receive the

ANN / GUTT