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IDENTIFIED
No.

NOV 10 1988
MILWAUKEE COUNTY CLERK'S OFFICE

RESULT OF SEARCH:

INTENDED GRANTEEES OR ASSIGNEES:

RESULT OF SEARCH:

PRESENT PARTIES IN INTEREST:

Handwritten: Harold A. Sturgis
Wendy A. Sturgis

STATUTORY FEDERAL TAX LIEN SEARCH

DATE OF SEARCH:

DOCUMENT NO.

1100918

777115

Handwritten: JWB bce

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Property of Cook County Clerk's Office

Handwritten: 12/30/88

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OR RECORDER'S OFFICE BOX NO.

(CITY) (STATE) (ZIP CODE)

Mail this instrument to Lawrence A. Guzik 1709 N. Wells St. Chicago, IL 60610

This instrument was prepared by Lawrence A. Guzik 1709 N. Wells St. Chicago, IL 60610

Notary Public Commission expires March 24, 1992

Given under my hand and official seal, this day of January 30, 1990

Official Seal: Lawrence A. Guzik, Notary Public in and for said County of Cook, State of Illinois

Signature lines for David A. Guzik and Kimberly A. Nikolaev

TOGETHER with all improvements, tenements, fixtures, and appurtenances, for to be having, and all rents, issues and profits thereof for so long and during all such times as Mortgagee may be entitled thereto (which are pledged primarily, and in a party with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing, screens, window shades, storm doors and windows, floor covering, indoor beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagee or their successors or assigns shall be considered as constituting part of the real estate.

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 Mortgagee do hereby expressly release and waive.

The name of a record owner is: David A. Guzik and Kimberly A. Nikolaev, in joint tenancy.

Address(es) of Real Estate: 308 S. Ridgeland Ave. Oak Park, IL. 60302

Permanent Real Estate Index Number(s): #16-08-312-003/L

which, with the property hereinafter described, is referred to herein as the "premises," Lot 20 (except the South 12.50 feet thereof) in Block 55 in the Village of Ridgeland, a subdivision of the East 1/2 of the East 1/2 of Section 7, and also the North West 1/4 and the West 1/2 of the West 1/2 of the South West 1/4 of Section 8, all in Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

NOW, THEREFORE, the Mortgagee 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 Mortgagee to be performed, and also in consideration of the sum of Dollars (\$152,000.00) in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the County of Cook AND STATE OF ILLINOIS, to wit:

Address of Mortgagee indicated above. \$152,000.00, payable to the order of and delivered to the Mortgagee, in and by which the Mortgagee promises to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the day of February 1990.

THIS INSTRUMENT, made January 30, 1990, between David A. Guzik and Kimberly A. Nikolaev, Husband and Wife, of 308 S. Ridgeland Ave. Oak Park, IL. 60302

Admiralty Lane, Indianapolis, IN. 46240

Nikolaev, Husband and Wife, of 3425

Richard and Sandra S. Nikolaev (CITY) (STATE)

herein referred to as "Mortgagee," witnesseth:

LEGAL FORMS MORTGAGE (ILLINOIS) Form No. 1447 February, 1988

NOTE IDENTIFIED

3069508

3069508

Above Space For Recorder's Use Only

CALL OR CONSULT A LAWYER BEFORE USING OR SIGNING UNDER THIS FORM. NEITHER THE PUBLISHER NOR THE FORM MAKER ASSUMES ANY LIABILITY FOR A PARTICULAR PURPOSE.

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1999 MAR 26 PM 2:29
CAROL B. ...
REGISTER OF DEEDS

M.A.T.S.

123 W. Madison Street
Chicago, Illinois 60602

3869508
MORTGAGE

1. Mortgagee shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanical or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or building improvements now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagee shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

3. Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

4. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagee, or changing in any way the law relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagee, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor, provided, however, that if in the option of counsel for the Mortgagee, (a) it will be unlawful to require Mortgagee to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagee, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

5. By the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagee covenants and agrees to pay such tax in the manner required by any such law. The Mortgagee further covenants to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

6. At such time as the Mortgagee are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagee shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

7. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the Mortgagee. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the Mortgagee. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the Mortgagee. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the Mortgagee.

8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax, lien or title or claim therefor.

9. Mortgagee shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagee, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagee hereon contained.

10. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stamp duty, interest, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such services, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to the title, title searches, and examinations, title insurance either to procure such suit or to evidence to such purchasers as to the nature of the title, the paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of a mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after account or proceeding which affect the premises or the commencement of, or (c) the preparations for the defense of any actual or threatened suit or proceeding which affect the premises or the account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagee, their heirs, legal representatives or assigns, as their rights may appear.

12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagee as the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when necessary, which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any interest, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party enforcing same in an action at law upon the note hereby secured.

14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. The Mortgagee shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest. If any part of the security be released, all payments now or at any time hereafter made by the Mortgagee or its assigns, or its assigns, shall be held to assent to such extension, variation or release, and the right of recourse against all such persons shall be preserved.

16. If the payment of said indebtedness or any part thereof shall be extended or varied, or if any part of the security be released, all payments now or at any time hereafter made by the Mortgagee or its assigns, or its assigns, shall be held to assent to such extension, variation or release, and the right of recourse against all such persons shall be preserved.

17. Mortgagee shall release this mortgage and then thereon by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such instrument of release.

18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under through Mortgagee, and the word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the indebtedness or any part thereof, whether or not such persons shall have assumed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the indebtedness or any part thereof, whether or not such persons shall have assumed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the indebtedness or any part thereof, whether or not such persons shall have assumed the note or this mortgage.