This instrument was prepared by and When Recorded Return to:

Kathleen Bandera 30 E. Division St. Unit 16b Chicago, IL. 60610



Cook County Recorder

MORTGAGE

This Mortgage is made by Frank S. Bandera, an individual with an address of 9710 South Commercial Ave. Chicago, IL. 60617, being married, ("Mortgagor"), to Kathleen Bandera, an individual with an address of 30 E. Division St. Unit16b Chicago, IL. 60610, ("Mortgagee").

Mortgagor is indebted to Mortgagee in the principal sum of \$25,000.00, payable as provided in a certain promissory note dated July 31, 2000. The terms and conditions of such promissory note are incorporated herein by reference.

Therefore, to secree the payment of the above indebtedness, Mortgagor hereby mortgages and conveys to Mortgagos with the following real estate:

LOT 5 AND SOUTH ½ FOOT OF LOT 4 IN BLOCK 141 IN SOUTH CHICAGO, A SOUTHWEST ¼ OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 15, SOUTH OF THE INDIAN BOUNDARY LINE, EAST OF THE THIRD PEINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 26-06-130-045

Subject to: first mortgage of record.

Subject to all valid easements, rights of way, covenants, conditions, reservations and restrictions of record, if any.

To have and to hold the same, together with all the buildings, improvements and appurtenances belonging thereto, if any, to the Mortgagee and Mortgagee's heirs, successors and assigns forever.

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;
- 4. Mortgagor will neither make nor permit any waste 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;

FFICIAL COPY

(Signature of witness)

STATE OF ILLINOIS

COUNTY OF COOK

In Chicago, on the 31th day of July, 2000, before me, a Notary Public in and for the above state and county, personally appeared Frank S. Bandera and Deva M. Bandera, known to me or proved to be the person named in and who executed the foregoing instrument, and being first duly sworn, such person actino yiedged that he or she executed said instrument for the purposes therein contained as his or helfree and voluntary act and deed.

My Commission Expires:

"OFFICIAL SEAL" GAIL LUMPKINS Notary Public, State of Illinois My Commission Expires 12/31/2002

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STATE OF ILLINOIS

COUNTY OF COOK

Juny Clen In Chicago, on the 31th day of July , 2000, before me, a Notary Public in and for the above state and county, personally appeared Deva M. Bandera, known to me or proved to br, the person named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he or she executed said instrument for the purposes therein contained as his or her free and voluntary act and deed.

My Commission Expires:

"OFFICIAL SEAL" **GAIL LUMPKINS**

Notary Public, State of Illinois My Commission Expires 12/31/2002

(SEAL)