



WHEN RECORDED MAIL TO:

MAIL TO

Helen Gaine  
4911 W. 144th St  
Chicago

IL 60638

MORTGAGE DEED

This Mortgage is given by HELEN GAINEY, hereinafter called Borrower(s), of 4911 W. 144th Street, Chicago, Illinois 60638 to WILLIAM BELL and BEULAH BELL, hereinafter called Lender(s), which term includes any holder of this Mortgage, to secure the payment of the PRINCIPAL SUM of Sixty-Eight Thousand and Eight Hundred Dollars and 00/00 (\$58,000.00) together with interest thereon computed on the outstanding balance, all as provided in a Note having the same date as this Mortgage, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of the Note and this Mortgage.

In consideration of the loan made by Lenders to Borrowers and for the purpose expressed above, the Borrowers do hereby grant and convey to Lenders, with MORTGAGE COVENANTS, the land with the buildings situated thereon and all the improvements and fixtures now and hereafter a part thereof and having a street address of 6643-45 S. Perry Avenue, Chicago, Illinois 60626 and legal description of:

SEE ATTACHED LEGAL DESCRIPTION

PIN Number: 20-21-218-015-0000

Borrowers further covenant and agree that

4064  
FATIC C62062

1. No superior mortgage or the note secured by it will be modified without consent of Lenders hereunder.
2. Borrowers will make with each periodic payment due under the Note secured by this Mortgage a payment sufficient to provide a fund from which the real estate taxes, betterment assessments and other municipal charges which can become a lien against the mortgaged premises can be paid by Lenders when due. This provision shall be effective only in the event that a fund for the same purpose is not required to be established by the holder of a senior mortgage.
3. In the event that Borrowers fail to carry out the covenants and agreement forth herein, the Lenders may do and pay for whatever is necessary to protect the value of and the Lender's rights in the mortgaged property and any amounts so paid shall be added to the Principal Sum due the Lenders hereunder.
4. As additional security hereunder, Borrowers hereby assign to Lenders, Borrowers' rents of the mortgaged property, and upon default the same may be collected without the necessity of making entry upon the mortgaged premises.

3

- 5. In the event that any condition of this Mortgage or any senior mortgage shall be in default for fifteen (15) days, the entire debt shall become immediately due and payable at the option of the Lenders. Lenders shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.
- 6. In the event the Borrowers transfer ownership (either legal or equitable) or any security interest in the mortgaged property, whether voluntarily or involuntarily, the Lenders may at its option declare the entire debt due and payable.
- 7. This Mortgage is also security for all other direct and contingent liabilities of the Borrowers to Lenders which are due or become due and whether now existing or hereafter contracted.
- 8. Borrowers shall maintain adequate insurance on the property in amounts and form of coverage acceptable to Lenders and the Lenders shall be a named insured as its interest may appear.
- 9. Borrowers shall not commit waste or permit others to commit actual, permissive or constructive waste on the property.
- 10. Borrowers further covenant and warrant to Lenders that Borrowers are indefensibly seized of said land in fee simple; that the Borrowers have lawful authority to mortgage said land and that said land is free and clear of all encumbrances except as may be expressly contained herein.

This Mortgage is upon the STATUTORY CONDITION and the other conditions set forth herein, for breach of which Lenders shall have the STATUTORY POWER OF SALE to the extent existing under State law.

Executed under seal this 25 day of July, 2002

*Helen Gainey*  
 HELEN GAINEY

STATE OF ILLINOIS  
 COUNTY OF COOK

On 7/25, 2002 before me, VALERIE L. GERLACH personally appeared HELEN GAINEY and , personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal  
*Valerie L. Gerlach*  
 Notary Public  
 My commission expires \_\_\_\_\_



**Exhibit "A"**  
**Legal Description**

THE NORTH 44 FEET OF THE SOUTH 45 FEET OF THE WEST 140 FEET OF LOT 6 IN BLOCK 15 IN SKINNER AND JUDD'S SUBDIVISION OF PART OF THE NORTHEAST ¼ OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**Property Address: 6643 S. Perry, Chicago, Illinois 60626**

Property of Cook County Clerk's Office