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UNOFFICIAL C1999 073 14 001 Page 1 of 4 2002 - 09 - 05 14:42:12

Cook County Recorder

30.50



This Mortgage is subordinate to a certain mortgage dated August 10,2002 and recorded as Document Number made by Mauren Mckeynolds

to secure a note in the amount of \$1,150.00 "

PREPARED BY AND MAIL TO

James C. Kotz 5024 W. 7974/57 Burbarl, IL. 00459

Or 71 May 20

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PREPARET BY AND MAIL TO

MORTGAGE

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#### **MORTGAGE**

This mortgage is given by MAUREEN MCCARTHY, hereinafter called Borrowers, of Chicago, Illinois, to ANNIE B. HAYWOOD, hereinafter called Lender, which term includes any holder of this Mortgage, to secure the payment of the PRINCIPAL SUM of \$7,900.00, 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 Can made by Lender to Borrower and for the purpose expressed above, the Borrower does hereby grant an convey to Lender, with MORTGAGE COVENANTS, the land with the buildings situated thereon and all the improvements and fixtures now and hereafter a part thereof, being more particularly described in Exhibit A attached hereto and made a part hereof and having a street address of: 6128 S. ELIZABETH, CHICAGO, ILLINOIS 60636;

Borrower further covenants and agrees that

- 1. No superior mortgage or the note secured by it will be modified without the consent of Lender hereunder.
- 2. Borrowerswill 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 Lender 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 agreements set forth herein, the Lender 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 Lender hereunder.
- 4. As additional security hereunder, Borrowers hereby assigns to Lender, Borrower's rents of the mortgaged property, and upon default the same may be collected without the necessity of making entry

upon the mortgaged premises.

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 Lender. Lender shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.

6. In the event that the Borrowers transfer ownership (either legal or equitable) or any security interest in the mortgaged property, whether voluntarily or involuntarily, the Lender may at its option declare the entire debt due and payable.

7. This Mor gage is also security for all other direct and contingent liabilities of the Borrowers to Lender which are due or be some 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 Lender and the Lender shall be a named insured as its interest may appear.

9. Borrowers shall not commit waste or permit others to commit actual, permission or constructive waste on the property.

10. Borrowers further covenant and warrant to Ler.der that Borrowers are indefeasibly 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 ne ein.

Executed under seal this the day of August, 2002.

MAUREEN MCREYNOLDS

On <u>AUGUST 6</u>, 2002 before me <u>MAUREEN</u> MCREYNOLDS, 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.

"OFFICIAL SEAL"
SHERI MINKEMA
Mertary Public, State of Illinois
My Cornmission Exures 11/1/03

Sighature, Notary Public

LOT I IN CHICAGO DWELLINGS ASSOCIATION ENGLEWOOD UNIT NO. 2 BEING A RESUBDIVISION OF PARTS OF THE SOUTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AS DOCUMENT NO. 19541400, IN COOK COUNTY, ILLINOIS

30-17-323-015

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