

JUNIOR MORTGAGE Form 2510

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2002-10-03 09:33:22
Cook County Recorder 28.50

THIS INDENTURE WITNESSETH,
That the Mortgagor, Michael Berg and
Michele Berg



of the Village of Oak Park
County of Cook

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
MAYWOOD OFFICE

and State of Illinois

Mortgage(s) and Warrant(s) to
Sarah Lubeck

THE ABOVE SPACE FOR RECORDER'S USE ONLY

500 WINDAGE CT
ROMEOVILLE IL 60451

of the City of Berwyn County of Cook and State of
Illinois to secure the payment of a \$12,000.00

promissory note bearing even date here with, payable to the order of Sarah Lubeck

the Following Described Real Estate, to-wit:

THE SOUTH HALF OF LOT 6 AND ALL OF LOT 17 IN J.H. CURTIS' ADDITION TO BERWYN, A SUBDIVISION OF THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 30 TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. # 16-30-313-129

Property Address: 2734 S. Oak Park Avenue,
Berwyn Illinois 60402

(OVER)

situated in the County of Cook and State of Illinois, together with all rents, issues and profits thereof, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all right to retain possession of said premises after any default in payments or breach of any of the covenants or agreements herein contained.

This mortgage is subject to the prior lien of a Commonwealth Mortgage/National City Mortgage, its successors and or its assigns

AND THE SAID MORTGAGOR(s) Covenant(s) and agree(s) with the said Mortgagee to pay promptly when due all valid taxes and assessments accruing or levied on said premises before they become delinquent and all liens on said premises including all installments of interest and principal on said prior lien(s) as they mature, and to keep the buildings upon said premises insured against fire, lightning and windstorms, until said note with interest _____ fully paid, for a sum of not less than \$12,000.00 Dollars in such insurance companies as the said Mortgagee shall approve (PROVIDED, however, that if the policies of such insurance contain any condition or provision as to co-insurance, the buildings shall be kept insured for a sufficient amount to comply with such co-insurance condition), and such policies shall provide that loss, if any, shall be payable first to the owner of said prior lien and then to the owner of the debt secured by this mortgage, as their respective interests may appear, and the policies shall be delivered to and held by the owner of said prior lien(s) during the period of such lien(s) and thereafter they shall be delivered to and held by the owner of the debt secured by this mortgage during the period of the lien hereby created; and the mortgagor(s) covenant(s) and agree(s) with the mortgagee(s) to keep the buildings and improvements on said premises in good repair during the lien of this mortgage; and in case of refusal or neglect of the said mortgagor(s) to keep said premises so insured, or to pay such taxes, assessments and liens, including installments of interest and principal due on said prior lien(s) as they mature and keep the buildings and improvements on said premises in good repair, the owner of the note(s) secured by this mortgage may procure and pay for such insurance and pay such taxes, assessments and liens and money due on said prior lien(s); and all money so paid with interest thereon at the rate of _____ percent per annum, shall become so much additional indebtedness against the said mortgagor(s) and secured by this mortgage, and may be paid out of the proceeds of any sale of said lands and premises under and by virtue of this mortgage.

BUT IT IS EXPRESSLY PROVIDED AND AGREED that if default be made in the payment of said promissory note(s), or any part thereof, or the interest thereon, or any part thereof, at the time and in the manner above specified for the payment thereof or in case of waste, or non-payment of taxes or assessments, or money due upon any prior lien(s) on said premises, or of a breach of any of the covenants or agreements herein contained, then and in such case the whole of the principal sum and interest secured by this mortgage, shall thereupon, at the option of said mortgagee(s), _____ heirs, executors, administrators, attorneys, successors or assigns, become immediately due and payable and this mortgage may be immediately enclosed to pay the same by said mortgagee(s), _____ heirs, executors, administrators, attorneys, successors or assigns, and it shall be lawful for the said mortgagee(s), _____ heirs, executors, administrators, attorneys, successors or assigns to enter into and upon the premises hereby granted, or any part thereof, and to collect and receive all rents, issues and profits thereof.

UPON THE FILING OF ANY BILL to foreclosure this mortgage in any Court having jurisdiction thereof, such Court may appoint any person receiver with power to collect the rents, issues and profits arising out of said premises during the pendency of such foreclosure suit, and until the time to redeem the same from any sale that may be made under any decree foreclosing this mortgage shall expire; provided, however, that in case of redemption from sale, such rents, issues and profits, when collected, may be applied toward the payment of the indebtedness and costs herein mentioned and described. And the Mortgagor(s) covenant(s) and agree(s) to deliver up possession of said premises to any receiver that may be so appointed by the Court, peaceably on demand. And in case a complaint or counter claim is filed to foreclose this mortgage, or if the owner of the note(s) secured hereby, finds it necessary to protect his rights herein in any court proceeding, the mortgagor(s) covenant(s) and agree(s) to pay reasonable Solicitor's fees and all costs and expenses incurred in and about such suit or suits including the expense of an examination of the records, or of writing up the abstract of title and the same are hereby made a lien upon said premises and may be recovered and entered upon in the decree of foreclosure and collected in the same manner as the other money secured by this mortgage.

UNOFFICIAL COPY

JUNIOR MORTGAGE FORM 2510



DAVID MCNAMARA
9514 Franklin Ave.
FRANKLIN PARK IL 60131

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Property of Cook County Clerk's Office

Dated this 5th day of August, A.D. 2002

[Signature]
Michael Berg
8/5/02

[Signature]
Michele Berg
8/5/02

STATE OF Illinois }
Cook County, } ss.

I, David McNamara a Notary Public in and for the said County, and the State of Illinois, DO HEREBY CERTIFY, that Michael Berg and Michele Berg are

personally known to me to be the same person(s) whose name s are _____ subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that ___ he ___ signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 5th day of August A.D. 2002



[Signature] (SEAL)

Notary Public.