2003-02-11 16:15:07 Cook County Recorder 28.00

0030208578

hereinafter



JUNIOR

FRANCYNE DAVIS

MORTGAGE DEED

This Mortgage is given by called Borrower, of 3429 West 72ndPlace Chicago, IL
, hereinafter called Lender, which term
, hereinafter called Lender, which term includes any holder of this Mortgage, to secure the payment of the PRINCIPAL SUM of \$24,000----- 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 Lender to Borrower and for the purpose expressed above, the Borrower does hereby grant and 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 (1):

PLEASE SEE THE ATTACHED LEGAL DECRIPTION

Attach Property Description

Borrower further covenants and agrees that:

- No superior mortgage or the note securci by it will be modified without the consent of Lender hereunder.
- 2. Borrower 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 non-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.
- In the event that Borrower fails 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 ac ded to the Principal Sum due the Lender hereunder.
- 4. As additional security hereunder, Borrower 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.
- In the event that the Borrower transfers 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 Mortgage is also security for all other direct and contingent liabilities of the Borrower to Lender which are due or become due and whether now existing or hereafter contracted.
 - 8. Borrower shall maintain adequate insurance on the property in amounts and form

K111-11A

130x 136

UNOFFICIAL COPY

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of coverage acceptable to Lender and the Lender shall be a named insured as its interest may appear.

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

10. Borrower further covenants and warrants to Lender that Borrower is indefeasibly seized of said land in fee simple; that the Borrower has 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 Lender shall have the STATUTORY POWER OF SALE to the extent existing under State law.

Executed under seal this	27th • day of	f decem	iber 2	002 (yea r	r).
R Frencisco	Daw				· · · · · · · · · · · · · · · · · · ·
Borrower FRANCYNE DAVIS		Borrower			
STATE OF COUNTY OF WILE }					
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proved to me on the basis of satisfate scribed to the within instrument and his/her/their authorized capacity(ie person(s), or the entity upon behalf	n acknowledge	to be the person	ı(s) whos she/thev e	e name(s) is executed the	s/are sub-
person(s), or the entity upon behalf WITNESS my hand and official s	f of which the p seal.	erson(s) acted, e	xecutèd ti	he instrume	nt.
Signature ULU	\mathbf{U}				
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OFFICIAL SEAL	}	ID Produced			(Seal)
A ANTHIA D MITCHELL	Ş	Ma:1 +0			(Sour)
NOTARY PUBLIC - STATE OF ILLINOIS NOTARY PUBLIC - STATE OF ILLINOIS	 .	350 N LA 5/LI		<u>T</u> SUITE	1120
Signature of Preparer		Address of Preparation	arei		
Thur dotharin		CUTCACO TILI	TNOTES.		
LUKE TOWNSEND	 .	CHICAGO, ILLI	INOTS		
Print name of Preparer		City, State, Zip			
				C	
				(A)	

THIS MORTGAGE IS SUBJECT TO A SENIOR MORTGAGE AND A LIFE ESTATE: IN

FAVOR OF HERBERT & AUGUSTA CAMERON.

File No.: 0200239 UNOFFICHBLACOPY 0030208578

LOT 4 IN BLOCK 4 IN T. J. DIVEN'S SUBDIVISION OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

16-02-321-026 16-02-321-027

Property of Cook County Clerk's Office