

UNOFFICIAL COPY



0311334119

Eugene "Gene" Moore Fee: \$54.50  
Cook County Recorder of Deeds  
Date: 04/23/2003 01:25 PM Pg: 1 of 4SECOND MORTGAGE DEED

This Second Mortgage is given by Richard Phillips, hereinafter called Borrower, of Chicago, IL, to Eugene and Diane Smith, hereinafter called Lender, which term includes any holder of this Mortgage, to secure the payment of the PRINCIPAL SUM of \$10,000.00 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 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 of: 820 Karlov (Attach Property Description)

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. 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 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 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 added 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.

# UNOFFICIAL COPY

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 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.

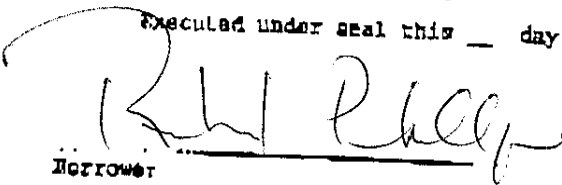
8. Borrower shall maintain adequate insurance on the property in amounts and form of coverage acceptable to Lender and the lender shall be a named insured as its interest may appear.

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 CONDITIONS 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 \_\_\_ day of April, 2005.



Borrower

Borrower

# UNOFFICIAL COPY

STATE OF Illinois  
COUNTY OF Illinois

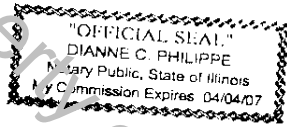
On April 15, 2003 before me, Heaven C. Sigurd, personally appeared Edward Phillips, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in 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.

Signature

Diane C. Philippe

Affiant        Known        Produced ID       

Type of ID       DL      



(Seal)

PREPARED BY AND MAIL TO :

MICHAEL J. COZZI, P.C.  
215 N. ARLINGTON HEIGHTS RD., SU. 100  
ARLINGTON HEIGHTS, IL 60004

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

**Property Address:** 825 N. KARLOV,  
CHICAGO IL 60651

**Legal Description:**

LOT 29 IN BLOCK 2 IN ELLSWORTH T. MARTIN'S SUBDIVISION OF BLOCKS 1 AND 2 OF THE RESUBDIVISION OF BLOCK 5 AND 6 IN THE FOSTER'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**Permanent Index No.:** 16-03-430-012-0000

Property of Cook County Clerk's Office