

1

UNOFFICIAL COPY



Doc#: 0325929199
Eugene "Gene" Moore Fee: \$34.00
Cook County Recorder of Deeds
Date: 09/18/2003 12:28 PM Pg: 1 of 6

Property of Cook County Clerk's Office

6

"This Mortgage is subordinate to a certain mortgage dated August 11, 2003 and recorded as Document Number 0325929199 made by Alvin Hopkins

to secure a note in the amount of \$69,309.00."

UNOFFICIAL COPYMortgage

THIS AGREEMENT, made ~~Friday, July 26th~~ ^{Monday August} 2003, between ~~Alvin Hoskins; 7026 South Cregier Unit G-2, Chicago, Illinois 60649~~ ⁷⁰²⁸ Herein referred to as "Mortgagors," and John Leja; 4630 South Cottage Grove Ave. Chicago, Illinois 60653 herein referred to as "Mortgagee." witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of Twelve Thousand Two Hundred Thirty-One Dollars (\$12,231.00), payable to the order of and delivered to the Mortgagee in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the First(1st) day of August, 2013, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time in writing appoint and in absence of such appointment, then at the office of the Mortgagee at 4630 South Cottage Grove Ave., Chicago, Illinois 60653,

NOW THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these present CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CITY of CHICAGO, COUNTY OF COOK IN STATE OF ILLINOIS, to wit:

(See Attached) - Exhibit A

Which with the property herein after described, is referred to herein as the "premises".

Permanent Real Estate Index Number(s): 20-24-325-058-1007

Address (es) of Real Estate: 7026 South Cregier, Unit G-2, Chicago Illinois 60649

TOGETHER with all improvements, tenements, easements, fixtures, appurtenances thereto belonging, and all rents issue and profits thereof for so long and during all such times a Mortgagors may be entitled thereto (which are pledged primarily and on parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power refrigeration (whether single units or centrally controlled), and ventilation including (without restricting the foregoing) screens, window shades, storm doors, and windows, floor coverings, indoor beds awnings, stove and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises in the premises by Mortgagors or their successors and assigns shall be considered as constituting part of the real estate.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2.

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof (6) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefore. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefore; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the Insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

UNOFFICIAL COPY

7. In case of default therein, Mortgagee may, but need not, make any payment or perform any are hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice an with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgage shall however be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.
8. The Mortgagee making any payment hereby authorized relating to taxes or assessments may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale forfeiture, tax lien or title or claim thereof.
9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, may do so according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding any thing in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
10. When the indebtedness hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens Certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois Law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceeding, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparation for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.
11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their right, may appear.

TO HAVE TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever for the purpose and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemptions Law of the State of Illinois, which said rights and benefits the Mortgage do hereby expressly, release and waive.

The name of record owner is: Alvin Hoskins

This mortgage consist of four pages. The covenants, conditions and provisions appearing on 3 and 4 are incorporated herein by references and are a part hereof and shall be binding on Mortgageors, their heirs, successors and assigns.

Witness the hand...and seal...of Mortgageors the day and year first above written.

Alvin Hoskins (SEAL) _____ (SEAL)
 Alvin Hoskins John Leja
 _____ (SEAL) _____ (SEAL)
 _____ (SEAL) _____ (SEAL)

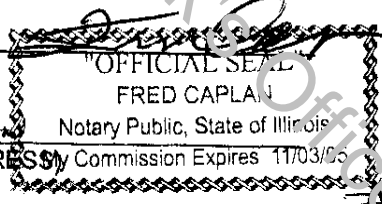
State of Illinois, County of COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ALVIN HOSKINS

Personally known to me to be the same persons
 Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his 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 official seal, this 11 day of AUGUST 2003

Commission expires 11-3 2005 _____ Notary Public



This instrument was prepared by FRED M. CAPLAN Notary Public, State of Illinois (NAME AND ADDRESS) Commission Expires 11/03/05

Mall this instrument to FRED M. CAPLAN 29 S. LASALLE 7330 (NAME AND ADDRESS)
CHICAGO IL 60603
 (CITY) (STATE) (ZIP CODE)

OR RECORDER'S OFFICE BOX NO. _____

UNOFFICIAL COPY

UNIT NUMBER G2 IN THE HIGHLAND CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 6 IN BLOCK 1 IN ORVILLE CRONKHITE, JOHN THORNE CLARKSON AND JOHN BOYD'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED ON MARCH 23, 2001 AS DOCUMENT NUMBER 0010230271 AND AMENDED BY DOCUMENT RECORDED ON JULY 12, 2001 AS DOCUMENT NUMBER 0010615236, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Property of Cook County Clerk's Office