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Project Number:01-090

Doc#: 0405747304 Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 02/26/2004 04:04 PM Pg: 1 of 4

#### **MORTGAGE**

#### SINGLE-FAMILY REHABILITATION PROGRAM

THIS INDENTURE, made OCTOBER 7TH, 2003 between REGIONAL REDEVELOPMENT, an Illinois CORPORATION, herein referred to as "Mortgagee", and Charles & Zether Jones, 12620 Justine, Calumet Park, IL 60643 herein referred to as "Mortgagors", witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon a Mortgage Note of even date herewith, and on extensions and renewals in the initial principal sum of TWENTY FIVE THOUSAND NINE HUNDRED TEN DOLLARS (\$25,910.00), and for advances, if any, not to exceed Five Thousand Dollars (\$5,000.00), payable to the order of and delivered to the Mortgagee, in and by which Mortgage Note the Mortgagors promise to pay the said principal sum under the terms and conditions specified therein; with a payment of One Hundred percent (100%) of the principal and advances, if any, on the sale or transfer of the property or if the property that is the subject of this Mortgage is no longer the Mortgagors' principal place of residence and all of said principal are made payable at such place as the holders of the Mortgage Note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 15652 South Homan Avenue, Markham, IL 60426-3925.

NOW, THEREFORE, the Mortgagors to secure to the Mortgagee the repayment of the indebtedness by the Mortgage Note, with interest thereon, the payment of all other sums with interest thereon, in accordance with the terms, provisions and limitations of this Mortgage, and the performance of the covenants and agreements herein contained by the

RETURN TO: Regional Redevelopment Corporation

15652 South Homan Avenue Markham, IL 60426-3925

Mortgagors to be performed, and also in consideration of the sum of One Dollar ich and paid, the receipt whereof is hereby acknowledged, do by these presents MORTGAGE, CONVEY AND WARRANT unto the Mortgagee, and the and the Mortgagor's successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the Village of Calumet Park, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Legal Description: SEE ATTACHED EXHIBIT A

Common Address: SEE ATTACHED EXHIBIT A
Permanent Index Number: SEE ATTACHED EXHIBIT A

(hereinafter the "property")

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TOGETHER with all improvements, tenements, easements and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times now or hereafter erected or acquired as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus or equipment now or hereafter therein used to supply heat, gas, air conditioning, water, light, power, refrigeration and ventilation, shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth.

The record owner is Charles & Esther Jones, 12620 Justine, Calumet Park, IL. 60643 and the Nortgagors covenant that the Mortgagors are lawfully seised of the estate hereby conveyed and has the right to Mortgage, Convey and Warrant the property, and that the property is unencumbered, except for encumbrances of record. The Mortgagors covenant that the Mortgagors warrant and will defend the title to the property against all claims and demands, subject to encumbrances of record.

This Mortgage consists of ten (10) pages. The covenants, conditions and provisions appearing on pages four through ten (4-10) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, and the Mortgagors' heirs, successors and assigns.

The Mortgagors hereby waive, to the extent authorized by law, any and all right of homestead and other exemption rights which would otherwise apply to the debt set out herein.

The terms of the Mortgage Note and the Single-Family Rehabilitation Program Owners Participation Agreement are incorporated herein as if fully set out herein.

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

Ву:	Charles Jane + Brigare
Ву:	
STA	TE OF ILLINOIS )
COU	NTY OF COCK )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Charles & Esther Jones, is(are) personally known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that Charles & Esther Jones signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the repease and waiver of the right homestead.

Given under my hand and official seal, this \_\_\_\_\_\_\_, and \_\_\_\_\_\_\_, 2003

Prepared by:

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Regional Redevelopment 15652 South Homan Avenue Markham, IL 60426-3925

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

- 1. **Prompt Payment.** Mortgagors shall promptly pay when due the principal indebtedness evidenced by the Mortgage Note.
- 2. Advances. Any and all advances or payments made by the Mortgagee hereunder shall be secured by this Mortgage pursuant to paragraph 3 of the Single-Family Rehabilitation Program Owners Participation Agreement.

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# **UNOFFICIAL COPY**

Charles & Esther Jones 12620 S. Justine St. Calumet Park, IL 60827

# **EXHIBIT A**

LOT 36 IN PLOCK 5 IN NATIONAL REALTY ASSOCIATION CALUMET HIGHLANDS, A SUBDIVISION OF THE WEST ½ OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS