

# UNOFFICIAL COPY



Doc#: 0409214045  
Eugene "Gene" Moore Fee: \$50.00  
Cook County Recorder of Deeds  
Date: 04/01/2004 08:45 AM Pg: 1 of 3

## MORTGAGE

FIRST AMERICAN TITLE  
ORDER # 76420  
2013

This Mortgage is made by April McKinley ("Mortgagor"), an individual with an address of 1113 S. Mozart, Chicago, to Lydia Sholder, ("Mortgagee").

Mortgagor is indebted to Mortgagee in the principal sum of \$14,000.00 with interest at the rate of six percent (6.0%) per year, payable as provided in a certain Note dated February 17, 2004. The terms and conditions of such Note are incorporated herein by reference.

Therefore, to secure the payment of the above indebtedness, Mortgagor hereby mortgages and conveys to Mortgagee all the following real estate:

See attached legal description

Subject to real estate taxes not yet paid, all valid easements, rights of way, covenants, conditions, reservations and restrictions of record, if any.

To have and to hold the same, together with all the buildings, improvements and appurtenances belonging thereto, if any, to the Mortgagee and Mortgagee's heirs, successors and assigns forever.

Mortgagor covenants with Mortgagee that:

1. Mortgagor will promptly pay the above indebtedness when due;
2. Mortgagor will neither make nor permit any waste upon the property and will maintain the property and any improvements in good repair;
3. Mortgagor will not remove or demolish any building or improvement on the property without the consent of Mortgagee;
4. If Mortgagor shall sell, convey or transfer, voluntarily or involuntarily, all or any interest in the above property, Mortgagee may, at its option, declare the entire indebtedness secured hereby to be immediately due and payable;
5. Mortgagor hereby assigns to Mortgagee all rents and profits of the property, if any, as additional security for the above indebtedness;
6. Mortgagee shall be entitled to the appointment of a receiver in any action to foreclose this Mortgage; and
7. Mortgagor will warrant and defend the title to the property against the lawful claims and demands of all persons.

If any payment required under such Note is not paid when due, or if default shall be made by Mortgagor in the performance of any agreement, term or condition of this Mortgage or such Note, Mortgagee may, at its option, declare the entire indebtedness secured hereby to be immediately due and payable and may enforce payment of such indebtedness by foreclosure of this Mortgage or otherwise, in the manner provided by law. Mortgagor shall pay all costs and expenses, including reasonable attorney's fees, incurred by Mortgagee by reason of Mortgagor's default.

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Provided, however, that if Mortgagor shall pay the above indebtedness and faithfully perform all agreements, terms and conditions of this Mortgage and such Note then this Mortgage shall be null and void.

The rights and remedies of Mortgagee herein are cumulative, not exclusive, and are in addition to all other rights and remedies available to Mortgagee at law or equity. Failure of Mortgagee to exercise any right or remedy at any time shall not be a waiver of the right to exercise any right or remedy on any future occasion.

If any provision of this Mortgage shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

This Mortgage is made upon the STATUTORY CONDITION, for any breach of which Mortgagee will have the STATUTORY POWER OF SALE, if existing under applicable law.

The parties understand that this Mortgage is subordinate to a certain loan given by Delta Funding to April McKinley, dated February 17, 2004 and bearing loan Number \*\* for the purchase of 1113 S. Mozart, Chicago, IL 60612 and secured by a mortgage of the same date.

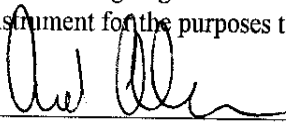
\*\* 0101911204

IN WITNESS WHEREOF, this Mortgage is executed under seal on the 17<sup>th</sup> day of February, 2004.

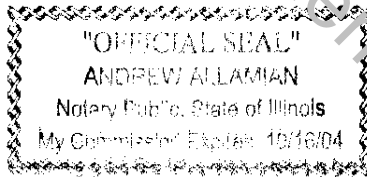
 (Seal)  
April McKinley

STATE OF ILLINOIS  
COUNTY OF ~~WHEELING~~ *DePue*

In *Benseville*, Illinois on the 17<sup>th</sup> day of February, 2004, before me, a Notary Public in and for the above state and county, personally appeared April McKinley known to me or proved to be the person named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he or she executed said instrument for the purposes therein contained as his or her free and voluntary act and deed.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: *10/16/04*



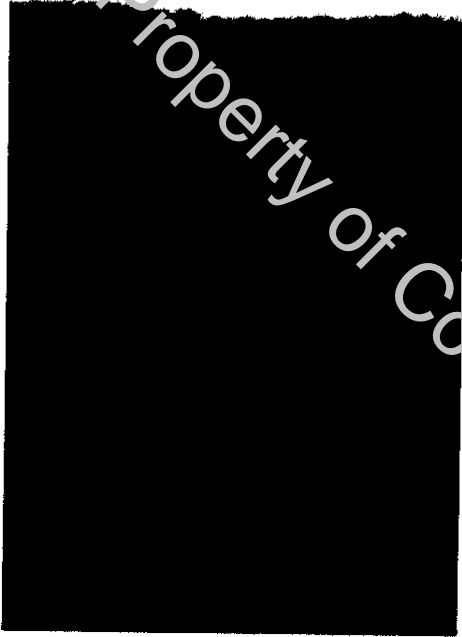
Prepared By:

Andrew M. Allamian  
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Schaumburg, Illinois 60173

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Property of Cook County Clerk's Office

- 4 or more units (residential)
- Vacant Land
- Mixed use (commer. & resid.)
- Other (attach description)

**LEGAL DESCRIPTION:**

Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ Range \_\_\_\_\_

(use additional sheet, if necessary)

LOT 40 IN BLOCK 1 N HELEN CULVER'S DOUGLAS PARK SUBDIVISION OF BLOCKS 25, 26 AND 27 IN G.W. CLARK'S SUBDIVISION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIA # 16-13-331-004

ATTESTATION OF PARTIES: we hereby declare the full actual consideration and ab