

UNOFFICIAL COPY

JUNIOR MORTGAGE

The ³⁰⁴Mortgagor, **FURNET E. YOUNG, JR.**, of 8031 South Winchester, City of Chicago, County of Cook, and State of Illinois, mortgage as set forth below to Mortgagee, **JAMES ROBERT THOMAS**, of 1472 Van Dam Road, in the Village of South Holland, County of Cook, and State of Illinois to secure the payment of a promissory note executed by the said Mortgagors bearing the same date as this mortgage, payable to the order of said Mortgagee, for the principal sum of \$ 30,600.00, with interest thereon at the rate of 6% per annum from the date hereof until paid, payable in installments on the first day of each month as follows:

\$183.46 per month beginning on August 1, 2004, and like sum per month, on the first day of each and every month thereafter, until a final payment in full of all sums of principal and interest remaining on July 1, 2007.

All payments on account of such indebtedness shall be applied first to accrued and unpaid interest and the remainder to principal. Any installments or sums of principal not paid when due shall bear interest after the due date at the rate of eighteen (18%) per cent per annum. Time is of the essence of the provisions thereof.

Mortgagors hereby mortgage the following described real estate:

LOT 36 IN WAKEFORD'S THIRD ADDITION, BEING A SUBDIVISION IN BLOCK 13 OF WAKEMAN'S SUBDIVISION OF THE EAST 1/2 THE SOUTHEAST 1/4 SECTION 27, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property: 7831 South St. Lawrence, Chicago, Illinois 60619
P.I.N.: 20-27-428-010-0000

situated in Cook County, Illinois, together with the rents, incomes, issues, and profits of it. Mortgagor releases and waives all rights under the homestead exemption laws of Illinois and all rights to retain possession of the premises after any default in payments or breach of any of the agreements contained here.

If default is made in the payment of the promissory note secured hereby, or of any part thereof, or the interest thereon, or any part thereof, at the time and in the manner specified above for its payment, or in case of waste, nonpayment of taxes or assessments on the premises, a failure to keep the buildings situated upon the premises insured for the benefit of the Mortgagee, in good and solvent companies to be selected by the Mortgagee, in an amount sufficient to cover the sum due by the promissory note, or of a breach of any of the agreements contained here, then the whole of the principal sum and interest named in the said promissory note will then, at the option of the Mortgagee, its successors, attorneys, or assigns, become immediately due and payable. This mortgage may be immediately foreclosed to pay the same by the Mortgagee, its successors, attorneys, or assigns. It will be lawful for the Mortgagee, its successors,



Doc#: 0417331040
Eugene "Gene" Moore Fee: \$26.00
Cook County Recorder of Deeds
Date: 06/21/2004 11:25 AM Pg: 1 of 2

App's Box 156

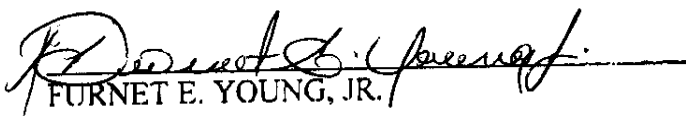
Jun 17 04 01:56P

UNOFFICIAL COPY

agents, attorneys, or assigns, to enter upon the premises granted here, or any part of them, and to receive and collect all rents, issues, and profits of them, without previous demand or notice.

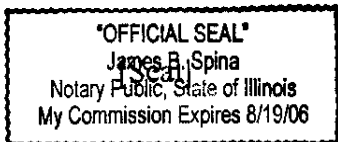
Upon the filing of any complaint to foreclose this mortgage in any court having jurisdiction of the matter, or upon the filing in any proper court of any pleading or other instrument, or the entry of any appearance, in any action proceeding relating to the property here mortgaged, to which the holder of this mortgage may be a party, there will immediately become due and payable reasonable attorneys' fees, to be paid on any settlement of the note or action or proceeding, or dismissal of the complaint or action, which will be included in any judgment. Upon the filing of any complaint for foreclosure, any licensed attorney is here irrevocably authorized and empowered to appear for the Mortgagor and confess the complaint. The court upon application, without notice to the Mortgagor, is to appoint any proper person receiver, with power to collect the rents, issues, and profits arising out of the premises during the pendency of the foreclosure action, and until the time to redeem the premises from any sale that is made under any judgment foreclosing this mortgage expires. The rents, issues, and profits, when collected, are to be applied toward the payment of the indebtedness and costs here mentioned and described. Upon the foreclosure and sale of the premises, there will be first paid out of the proceeds of the sale all expenses of advertisement, selling and conveying the premises, and reasonable attorney's fees for attending to the foreclosure action to be included in the judgment, as part of the costs, and all amounts advanced for taxes, assessments, insurance, abstracts of title, and other liens, with interest on these amounts at the rate of eighteen (18%) percent per year, or the maximum amount permitted by law, whichever is less, from the date of payment of them. There will then be paid the principal of the note, whether due and payable by its terms or not, and the interest thereon.

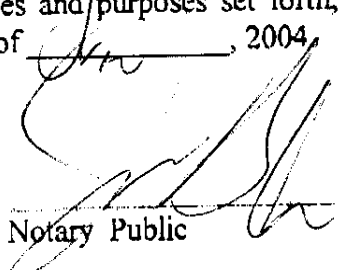
WITNESS our hands and seals this 17th day of June, 2004.


FURNET E. YOUNG, JR.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, A Notary Public in and for the county and state aforesaid, certify that FURNET E. YOUNG, JR., personally known to me to be the same person whose name is subscribed to the above instrument, appeared before me today in person and acknowledged having signed and delivered that instrument as a free and voluntary act, for the uses and purposes set forth, including the release and waiver of the right of homestead, this 17th day of June, 2004.




Notary Public

This instrument was prepared by James B. Spina, Attorney at Law, 17900 Dixie Highway, Homewood, IL 60430

MAIL TO:
James B. Spina, Attorney at Law
17900 Dixie Highway, Suite 12
Homewood, Illinois 60430

SEND SUBSEQUENT TAX BILLS TO:
Furnet E. Young, Jr.
8031 South Winchester
Chicago, Illinois 60620