### **UNOFFICIAL COPY**

#### **MORTGAGE**



Doc#: 0418104171

Eugene "Gene" Moore Fee: \$28.00

Cook County Recorder of Deeds

Date: 06/29/2004 11:27 AM Pg: 1 of 3

### Legal Description:

Lot 18 (except the North 10 feet theree) and all of Lot 19 in Block 6 in the resubdivision of Blocks 5, 6, 7, 8 and vacated alleys all in Derby's Subdivision in the East ½ of the Southeast ¼ of Section 9, to Township 35 North, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number:

16-09-410-024-0000

Which has the address of 200 N. Lamon Ave., Chicago, Mine's 60644 (Troperty Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures for or hereafter a period the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property")

BORROWERS COVENANT that the BORROWERS are seized of the estate hereby conveyed and have the right to mortgage, grant, and convey the Property and that the Property is unencumbered, except for encumbrances of record.

If BORROWERS meet certain conditions, BORROWERS SHALL HAVE THE RIGHT TO HAVE ENFORCEMENT OF THE Security Instrument discontinued at any time prior to the earlier of: (a) 90 days (or such other period as applicable law may specify for reinstatement, before sale of the Property pursuant to any power of sale contained in this Security Interest; or (b) entry of a judgment enforcing this Security

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Instrument. Those conditions are that Borrowers: (a) pay LENDERS all sums which then would be due under this Security Instrument and Note had no acceleration occurred; (b) cure any default of any other covenants or agreements; (c) pay all expenses incurred to enforcing the Security Instrument, including, but not limited to, reasonable attorney fees required to assure that the lien of this Security Instrument, LENDERS' rights in Property and BORROWERS' obligation pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by BORROWERS' obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by BORROWERS, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred.

DENDER SHALL give notices to BORROWER prior to accelerations following BORROV/FRS' breach of any covenant or agreement in the Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to BORROWERS, by which the default must be cured; and (d) that the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform BORROWERS to acceleration and foreclosure. If the default is not cured on or before the date specified in the Note, LENDER, are his option, may require immediate payment in full of all sums secured by this Security Installment by judicial proceedings. I ENDERS shall be entitled to collect all expense incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys; fees and cost of title evidence.

UPON PAYMENT of all sums secured by this Security Instrument, LENDERS shall release the Security Instrument without charge to the BORROWERS. The BORROWERS shall pay any recordation costs.

BY SIGNING BELOW, BORROWERS accept and agree to the terms and covenants contained in this Security Instruction and in any Rider(s) executed by BORROWERS and recorded with it.

William L. Stigall, Mortgagor

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STATE OF ILLINOIS	)	
	)	SS.
COUNTY OF DUPAGE	)	

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that William L. Stigall is personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

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GIVEN UNDER MY HANL AND OFFICAL SEAL This day of \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \

NO TARY PUBLIC

Leturn to \$\psi\$ THIS INSTRUMENT PREPARED BY:

JAMES E. McCOY Attorney at Law 101 South Addison Road Suite B Addison, IL 60101 630/279-2424