

# UNOFFICIAL COPY

GEORGE E. COLE®  
LEGAL FORMS

No. 103 REC  
February 1996



## MORTGAGE (ILLINIOS) For Use With Note Form No. 1447

Doc#: 0418846112  
Eugene "Gene" Moore Fee: \$26.00  
Cook County Recorder of Deeds  
Date: 07/06/2004 11:14 AM Pg: 1 of 2

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

Attorneys Unit #11212 Case # 04-07488  
HMT

Above Space for Recorder's use only

THIS AGREEMENT, made 6-23 ~~X~~ 2004, between JAMES DENDOR  
2255 N Lowell CHICAGO IL 60639  
(No. and Street) (City) (State)

herein referred to as "Mortgagors," and MARK DIAMOND  
2357 N DAMEN CHICAGO IL 60647  
herein referred to as "Mortgagee," witnesseth: (No. and Street) (City) (State)

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of Twenty Four Thousand and Five Hundred DOLLARS (\$ 24,500 - ), 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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ 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 2357 N. DAMEN, CHICAGO IL 60647

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 presents 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 ILLINIOS, to wit:

LOT 1 IN SIDNEY MANDL'S RESUBDIVISION OF LOTS 50 TO 60, BOTH INCLUSIVE IN SAM BROWN JR'S PENNOCK SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which, with the property herein after described, is referred to herein as the "premise,"

Permanent Real Estate Index Number(s): 13-34-210-004  
Address(es) of Real Estate: 2255 N Lowell, CHICAGO IL 60639

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a 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, inador beds, awnings, stoves 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 by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

**THIS MORTGAGE WILL BE RECORDED AS A SECOND MORTGAGE, JUNIOR TO A FIRST MORTGAGE OF \$196,000**

Lawyers Title Insurance Corporation

# UNOFFICIAL COPY

SHALL 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, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

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

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

*[Signature]* (SEAL) \_\_\_\_\_ (SEAL)

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

State of Illinois, County of COOK ss

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DAVID W. WILSON

IMPRESS SEAL HERE

personally known to me to be the same person whose name DAVID W. WILSON 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 28 day of August 2011

Commission expires \_\_\_\_\_ 19\_\_\_\_  
*[Signature]*  
NOTARY PUBLIC

This instrument was prepared by DAVID W. WILSON  
(Name and Address)

Mortgagors this instrument to DAVID W. WILSON  
(Name and Address)

COOK (City) IL (State) 60611 (Zip Code)

OR RECORDER'S OFFICE BOX NO \_\_\_\_\_