

3013

# UNOFFICIAL COPY

PLM# 056380

This instrument prepared by: James D. Martin 7930 Everglade Ave. Woodridge, IL 60517

## MORTGAGE (Junior to prior liens of Argent Mortgage Company)

THIS MORTGAGE is made this 30th day of June, 2004 between the Mortgagor, LATANYA MARSHALL of Chicago, IL (herein "borrower"), and the Mortgagee CATRELL DYER of Chicago, IL (herein "lender").

WHEREAS Borrower is indebted to Lender in the principal sum of eleven thousand two hundred fifty Dollars (\$11,250.00) which indebtedness is evidenced by Borrowers note dated June 30, 2004 (herein "note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on

X.M.C.D. 07/19/2004

To Secure to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to possible future request and agreement, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the county of Cook, State of Illinois:

legal description attached.

Which has the address of 1444 N. Monitor, Chicago, IL 60651 (herein "property 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 water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully siesed of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:



Doc#: 0420134110  
Eugene "Gene" Moore Fee: \$54.50  
Cook County Recorder of Deeds  
Date: 07/19/2004 02:52 PM Pg: 1 of 4

Recorded by  
Chicago Abstract, Inc.

4 PAGES  
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1. **PAYMENT OF PRINCIPAL AND INTEREST.** Borrower shall promptly pay when due the principal and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal and interest of any future advances secured by this Mortgage.
2. **PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.
3. **PROTECTION OF LENDERS SECURITY.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums.
4. **PROCEEDS FROM ANY INSURANCE CLAIM OR ANY AWARD OR CLAIM FOR DAMAGES, DIRECT OR CONSEQUENTIAL, IN CONNECTION WITH ANY CONDEMNATION OR OTHER TAKING OF THE PROPERTY, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender to first apply to the indebtedness of this Mortgage and, if any sum remains, to then pay the balance to the Borrower.**
5. **FOREBEARANCE BY LENDER NOT A WAIVER.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
6. **REMEDIES CUMULATIVE.** All remedies provided in this Mortgage are

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distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.

7. NOTICE. Notice shall be given by mailing such notice by certified mail addressed to the last known address for the person to be notified.

RELEASE. upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Latanya Marshall  
LATANYA MARSHAL

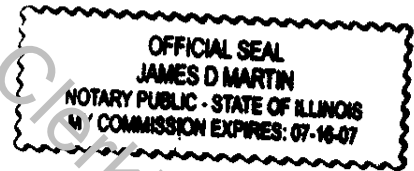
STATE OF ILLINOIS, DuPage County ss:

I, James D. Martin, a Notary Public in and for said county and state, do hereby certify that LATANYA MARSHALL, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30th day of June, 2004.

My commission expires: 7-16-07

James D. Martin  
Notary Public



Notary Stamp

----- space below this line reserved for Lender and Recorder-----

Property of Clerk's Office

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PLM TITLE COMPANY

Commitment Number: 65638C

## SCHEDULE C PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

LOT 5 IN BLOCK 2 IN WASSELL, BRAMBERG AND COMPANY'S NORTH AVENUE HOME ADDITION TO AUSTIN, BEING A SUBDIVISION OF THE NORTH HALF OF THE WEST HALF OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 28, 1919 AS DOCUMENT 0607693, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 16-05-210-023-0000

TOWNSHIP: WEST CHICAGO

PROPERTY ADDRESS: 1444 NORTH MONITOR  
CHICAGO, IL 60651

Property of Cook County Clerk's Office