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EIT

SECOND MORTGAGE



Doc#: 0423047065
Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 08/17/2004 08:18 AM Pg: 1 of 3

THIS MORTGAGE dated as of this 26
of May, 2004, is made between *E
CHRISTOPHER MARKS (the "Mortgagor"),
PATRICK HIGGINS (the "Mortgagee").

In order to secure the payment of that certain
Promissory Note executed by the

Mortgagor and payable to the order of the Mortgagee(s) in the principal sum of SIX
THOUSAND TWO HUNDRED FIFTY (\$6,250.00) DOLLARS with interest thereon at
the rate of Six percent (6%) per annum, and to secure the terms, covenants, promises,
agreements and conditions as more fully described in the Promissory Note between the
Mortgagor and the Mortgagee(s), bearing the same date as this Mortgage, the Mortgagor
hereby mortgages and warrants to the Mortgagee(s), his/her heirs and assigns the
following described real estate:

See Legal Description on Rear

Permanent Real Estate Index Number (s): 25-16-421-009

Address(es) of Real Estate: 139 W. 109th St, Chicago, IL 60628

In the event of a default in payment of the Promissory Note or any part thereof or
the interest thereon, or any part thereof, at the time and in the manner above specified for
the payment thereof, or in the case of waste for non-payment of taxes or assessments on
said premises on a breach of any of the covenants or agreements herein contexted, then
and in such case the whole of said principal sum and interest payable under the Secured
Promissory Note shall thereupon, at the option of the said Mortgagee(s), his/her heirs,
executors, administrators, attorneys or assigns, become immediately due and payable; and
this Mortgage may be immediately foreclosed to pay the same by said Mortgage, his/her
heirs, executors, administrators, attorneys or assigns, to enter into and upon the premises
hereby granted, or any part thereof, and to receive and collect all rents, issues and profits
thereof.

If any provision of this Mortgage shall be prohibited by or invalid under
applicable law, such provision shall be ineffective to the extent of such prohibition or
invalidity, without invalidating or affecting the remainder of such provision or the
remaining provisions of this Mortgage.

Dated this 26 day of May, 2004.

Christopher Marks

Mail To: Shavon A. Logas 10020 S Western, Chicago, IL
60643
Prepared By

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Property of COOK COUNTY CLERK'S Office

STATE OF ILLINOIS

County of COOK

}
} ss.
}

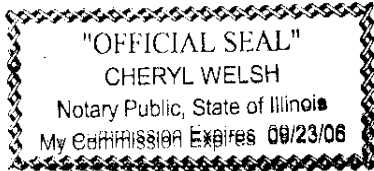
I, the undersigned, a Notary Public in and for said county and state do hereby certify that

CHRISTOPHER MARKS, a single man

, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 26 day of May 2004

My Commission expires:



Cheryl Welsh
Notary Public

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ORDER NO.: 1301 - 004336625
ESCROW NO.: 1301 - 004336625

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STREET ADDRESS: 139 WEST 109TH PLACE
CITY: CHICAGO **ZIP CODE:** 60628
TAX NUMBER: 25-16-421-009-0000

COUNTY: COOK

Property of Cook County Clerk's Office

LEGAL DESCRIPTION:

LOT 46 AND THE EAST 1/2 OF LOT 47 IN THE SUBDIVISION OF LOT 56 AND THE NORTH 1/2 OF LOT 57 IN THE SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.