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Greater Illinois Title Co.
120 N. LaSalle Street
Chicago, IL 60602

GIT File #:

4342915
(3/1)



Doc#: 0426847126
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 09/24/2004 10:14 AM Pg: 1 of 5

Property of Cook County Clerk's Office

RECORDING COVER SHEET

Cook County

TYPE OF DOCUMENT:

Mortgage

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UNOFFICIAL COPY43429154 (3/3) **MORTGAGE DEED**

This Mortgage is given by HERLYN OATIS, hereinafter called Borrower, of _____ to EDDIE DICKERSON AND BEVERLY DICKERSON MARTIN, hereinafter called Lender, which term includes any holder of this Mortgage, to secure the payment of the PRINCIPAL SUM of \$ 8,495.00 together with interest thereon computed on the outstanding balance, all as provided in a Note having the same date as this Mortgage, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of the Note and this Mortgage.

In consideration of the loan made by Lender to Borrower and for the purpose expressed above, the Borrower does hereby grant and convey to Lender, with MORTGAGE COVENANTS, the land with the buildings situated thereon and all the improvements and fixtures now and hereafter a part thereof, being more particularly described in Exhibit A attached hereto and made a part hereof and having a street address of:

(Attach Property Description)

Borrower further covenants and agrees that:

1. No superior mortgage or the note secured by it will be modified without the consent of Lender hereunder.
2. Borrower will make with each periodic payment due under the Note secured by this Mortgage a payment sufficient to provide a fund from which the real estate taxes, betterment assessments and other municipal charges which can become a lien against the mortgaged premises can be paid by Lender when due. This provision shall be effective only in the event that a fund for the same purpose is not required to be established by the holder of a senior mortgage.
3. In the event that Borrower fails to carry out the covenants and agreements set forth herein, the Lender may do and pay for whatever is necessary to protect the value of and the Lender's rights in the mortgaged property and any amounts so paid shall be added to the Principal Sum due the Lender hereunder.
4. As additional security hereunder, Borrower hereby assigns to Lender Borrower's rents of the mortgaged property, and upon default the same may be collected without the necessity of making entry upon the mortgaged premises.
5. In the event that any condition of this Mortgage or any senior mortgage shall be in default for fifteen (15) days, the entire debt shall become immediately due and payable at the option of the Lender. Lender shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.
6. In the event that the Borrower transfers ownership (either legal or equitable) or any security interest in the mortgaged property, whether voluntarily or involuntarily, the Lender may at its option declare the entire debt due and payable.
7. This Mortgage is also security for all other direct and contingent liabilities of the Borrower to Lender which are due or become due and whether now existing or hereafter contracted.
8. Borrower shall maintain adequate insurance on the property in amounts and form of coverage acceptable to Lender and the Lender shall be a named insured as its interest may appear.
9. Borrower shall not commit waste or permit others to commit actual, permissive or constructive

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ORDER NO.: 1301 - 004342915
ESCROW NO.: 1301 - 004342915

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STREET ADDRESS: 7644 SOUTH EMERALD
CITY: CHICAGO **ZIP CODE:** 60620
TAX NUMBER: 20-28-307-024-0000

COUNTY: COOK

LEGAL DESCRIPTION:

THE SOUTH 1/2 OF LOT 11 AND ALL OF LOT 12 IN STORKE'S SUBDIVISION OF AUBURN, A RE-SUBDIVISION OF BLOCKS 1 TO 16, INCLUSIVE IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE RAILROAD LAND ON BLOCKS 15 AND 16, LOT 10 IN BLOCK 3) LOTS 3 AND 4 IN BLOCK 7, LOT 4 AND THE NORTH 1/2 OF LOT 5 IN BLOCK 10 AND LOT 12 IN BLOCK 12 ACCORDING TO THE PLAT RECORDED JANUARY 28, 1887 AS DOCUMENT NO. 845296, BOOK 25, PAGE 33, IN COOK COUNTY, ILLINOIS.

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waste on the property.

10: Borrower further covenants and warrants to Lender that Borrower is indefeasibly seized of said land in fee simple; that Borrower has lawful authority to mortgage said land and that said land is free and clear of all encumbrances except as may be expressly contained herein.

This Mortgage is upon the STATUTORY CONDITION and the other conditions set forth herein, for breach of which Lender shall have the STATUTORY POWER OF SALE to the extent existing under State law.

Executed under seal this 17TH day of SEPTEMBER, 2004

BORROWER:



[Signature of Borrower]

HERLYN OATIS
[Printed or Typed Name of Borrower]

LENDER:


[Signature of Lender]

EDDIE DICKERSON
[Printed or Typed Name of Lender]


[SIGNATURE OF LENDER]

BEVERLY DICKERSON MARTIN
[PRINTED NAME OF LENDER]

WITNESS #1:

[Signature of Witness #1]

[Printed or Typed Name of Witness #1]

WITNESS #2:

[Signature of Witness #2]

[Printed or Typed Name of Witness #2]

ACKNOWLEDGMENT

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STATE OF ILLINOIS
COUNTY OF COOK

On SEPTEMBER 17, 2004 before me,

Hertyn Oatis Unmarried, personally appeared

_____ and

_____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

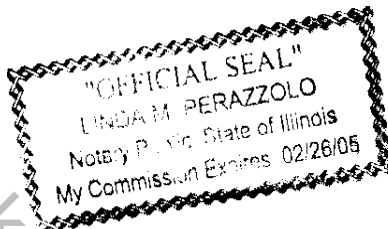
WITNESS my hand and official seal.

Signature: _____

Affiant: Known Unknown

ID Produced: _____

(Seal)



Prepared By &
Mailed to:

Glenda J. Gray
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Chicago, Illinois 60611

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