After Reform, Nation FFICIAL C NACA

3607 Washington St. Jamaica Plain, MA 02130

Doc#: 0501920055 Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 01/19/2005 11:30 AM Pg: 1 of 4

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SECURITY AGREEMENT

	ate of Illinois	
This INDENTURE made the 35 day of	of <u>December</u> in the ye	ear Two Thousand 04
betv. eeri:		
Grantor(a)		
Name: Murityn McCoy	County: <u>Co</u>	OK State: IL
Name:	County:	State:
as party or parties of the first ρτιπ, hereinaf		
NEIGHBORHOOD ASSISTANCE CORPO	DRATION OF AMERICA	, whose address is 3607
Washington Street, Jamaica Plain, Massac		
as party or parties of the second part, here	in <i>e</i> fter called Grantee:	
WITNESSETH, That Grantor, for and in c and obligations under that certain Reimburs December, 2001, has mortgaged does mortgage, grant, and convey unto the the following described property, to-wit:	sement Adresment dated t d. granted, and conveyed	the 315T day of
		6
		0,
THIS SECURITY INSTRUMENT IS SUBJE BALANCE DUE ON SECURITY INSTRUMI CITIMORTGAGE RECORDED IN DEED BO RECORDS, IN THE AMOUNT OF \$	ENT FROM GRANTOR HI DOK PAGE	EREIN TO
Grantee and Grantor acknowledge and agresubordinate in all respects to the Security In First Mortgage. The terms and provisions of and they supersede any other terms and pro	istrument terms, covenants if the First Mortgage are pa	s and conditions of the
Any default in the performance of any of the Reimbursement Agreement evidencing the construed as a default under the terms of the may exercise its rights and remedies under the may exercise its rights and remedies and remedi	duties and obligations seci is conveyance by reason o	ured thereby, shall be

TO HAVE AND TO HOLD the said bargained premises with all and singular the rights, members and appurtenances thereto appertaining to the only property use, benefit and behalf of Grantee, their heirs, successors and assigns, in fee simple; and Grantor hereby covenants

that he is lavifully seized and possessed of said property, and has good right to convey it; and that the said bargained premises, unto Grantee, their heirs, successors and assigns, against Grantor, and against all and every other person or persons (except as may be otherwise expressly stated herein) shall and will WARRANT AND FOREVER DEFEND.

This conveyance is made under the provisions of all applicable federal, state, and local law, and upon satisfaction of the duties and obligations secured by this Security Agreement it shall be cancelled and surrendered pursuant thereto, the duties and obligations hereby secured being set forth in that certain Reimbursement Agreement of even date herewith.

It is the intention of this instrument to secure not only the duties and obligations hereinabove described along with any and all renewals and extensions thereof, in whole or in part, but also any and all other and further indebtedness now owing or which may hereafter be owing, however incurred, to Grantee, it successors and assigns, by Grantor and Grantor's successors in title.

It is agreed that the Grantee shall be subrogated to the claims and liens of all parties whose c'aims or liens are discharged or paid with the proceeds of the loan secured hereby.

in e being the essence of this contract, the Grantee shall have the right to accelerate the matigity of the duties and obligations hereby secured, by declaring the entire debt to be in default and immediately due and payable, upon the failure of Grantor to satisfy any duty required prostrant to the Reimbursement Agreement hereby secured, or upon failure of Grantor to perform any obligation or make any payment required of Grantor by the terms of this Security Agreement.

And Grantor further coverants and agrees that the possession of said premises, during the existence of said indebtedness by Grantor or any persons claiming under Grantor shall be that of tenants under Grantee, or assigns, during the due performance of all the obligations aforesaid, and that in case or a sale as hereinafter provided, Grantor, or any person in possession under Grantor, shall their become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over.

In the event of default in the performance cranv of the obligations required of the Grantor by the terms of this Security Agreement, the Grantee shall be entitled to have a receiver appointed for the property herein described, in cornection with or as a part of any proceeding to foreclosure this Security Agreement or to enforce any of its terms or the collection of all or any part of said debt and Grantor agrees to the appointment of such receiver without proof of insolvency or other equitable grounds and hereby appoints the Grantee as attorney in fact with authority to consent for the Grantor to the appointment of such receiver.

In case the duties and obligations hereby secured shall not be satisfied pursuant to the Reimbursement Agreement or by reason of a default as herein provided, Grentor hereby grants to Grantee and assigns the following irrevocable power or attorney To sell the said property or any part thereof at auction at the usual place for conducting sales for the Courthouse in the County where the land or any part thereof lies, in the State, to the highest bidder for cash, after advertising the time, terms and place of such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in a newspaper published in the County where the land lies, or in the paper in which the Sheriff's advertisements for such County are published, all other notice being hereby waived by Grantor, and Grantee or any person on behalf of Grantee, or assigns, may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a sufficient conveyance of said premises in fee simple, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends, and Grantor hereby constitutes and appoints Grantee and assigns, the agent and attorney in fact of Grantor to make such recitals, and hereby covenants and agrees that the recitals so to be made by Grantee, or assigns, shall be binding and conclusive upon Grantor, and the heirs, executors, administrators and assigns of Grantor, and that the conveyance to be made by Grantee or assigns shall be effectual to bar all equity of redemption of Grantor, or the successors in Interest of Grantor, in and to said premises, and Grantee or assigns shall collect the proceeds of such sale, and after reserving there from the entire amount of principal and interest due, together with the amount of any taxes, assessments and premiums of insurance or other payments theretofore paid by Grantee, with eight per centum per annum thereon from date of payment, together with all costs and expenses of sale and ten

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per certury of the aggregate amount due for atterney siees, shall pay any over-plus to Grantor, or to the heirs or assigns of Grantor as provided by law.

The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

This Security Agreement and the Reimbursement Agreement hereby secured shall be deemed and construed to be contracts executed and to be performed in the above identified state.

IN WITNESS WHEREOF, Grantor has hereunto set their hand and seal the day and year
first above written.
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State of Marian
Grantor.
Crantor:
Sign: d. sealed and delivered in presence of:
Unofficial Winners (L.S.)
0.5
State of IL
County of <u>Cood</u>
0/
Subscribed and sworn to before the this 31 day of 12
Subscribed and sworn to before the this $\frac{31}{200}$ day of $\frac{12}{200}$, $\frac{200}{200}$
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UNOFFICIAL COPY

Unit 1-13 together with its undivided percentage interest in the common elements in Country Homes of Creekside 13 and 14 Condominium as delineated and defined in the Declaration recorded as Document No. 25745532, in the West 1/2 of the Northwest 1/4 of Section 17, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Elinois,

31-17-112-1011-1001