

UNOFFICIAL COPY



Doc#: 0508414188
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 03/25/2005 09:45 AM Pg: 1 of 4

Property of Cook County Clerk's Office

prepared by and when recorded
return to:

P.N.T.N.

Thomas A. Gilley
15525 S. Park Ave
Suite 104
South Holland, IL 60473

UNOFFICIAL COPY

MORTGAGE DEED

(Second Mortgage)

THIS MORTGAGE IS SUBORDINATE TO THAT MORTGAGE RECORDED AS DOCUMENT NUMBER 0508414187.

This 28th day of FEBRUARY, 2005, by Deborah Taylor, hereinafter called Mortgagor, and Maxine Harmon, hereinafter called Mortgagee.

WITNESSETH, that for divers good and valuable considerations, and also in consideration of the aggregate sum named in the Promissory Note of even date herewith, hereinafter described, the said Mortgagor does grant, ~~bargain, sell, alien, remise, release, convey and confirm~~ unto the said Mortgagee, ^{a security interest} in ~~fee simple~~, all that certain tract of land, of which the said Mortgagor is now seized and possessed, and in actual possession, situated in Cook, State of Illinois, described as follows:

THE SOUTH 10 FEET OF LOT 22 AND LOT 23 (EXCEPT THE SOUTH 5 FEET THEREOF) IN BLOCK 2 IN ROY AND NOURSE'S SIXTH ADDITION TO SOUTH ENGLEWOOD BEING A SUBDIVISION OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 AND THE WEST 1/2 OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

^{upon} ~~TO HAVE AND TO HOLD~~ the same, together with the tenements, hereditaments and appurtenances, unto the said Mortgagee ~~in fee simple,~~

^{to said property} AND said Mortgagor does covenant with said Mortgagee that said Mortgagor is ^{this interest in} ~~indefeasibly seized of said land in fee simple; that the said Mortgagor has full power and lawful right to convey said land in fee simple as aforesaid; that it shall be lawful for said Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy said land; that said land is free from all encumbrances; that said Mortgagor will make such further assurances to perfect the fee simple title to said land in said Mortgagee as may reasonably be required; and that said Mortgagor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever. ~~SAID COVENANCES SHALL ONLY OCCUR IF MORTGAGOR IS FOUND IN DEFAULT OF THE HEREAFTER DESCRIBED NOTE BY A COURT OF COMPETENT JURISDICTION~~~~

Provided always that if said Mortgagor shall pay unto Mortgagee the certain promissory note of which the following in words and figures is a true copy.

(See Note attached.)

AND the said Mortgagor hereby covenants and agrees:

1. To pay all and singular the principal and interest and other sums of money payable by virtue of said promissory note and this deed, or either, promptly on the days

UNOFFICIAL COPY

respectively the same severally come due.

2. To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on said described property each and every, and if the same be not promptly paid, the said Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of ~~highest lawful rate percent per annum.~~ *the note rate.*
3. To pay all and singular the costs, charges and expenses, including attorneys' fees, reasonably incurred or paid at any time by said Mortgagee because of the failure of the part of the said Mortgagor to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and this deed, or either, ~~and every such payment shall bear interest from date at the rate of highest lawful rate percent per annum.~~ *A. J.*
4. To keep the building now or hereafter on said land insured in a sum not less than highest insurable value, in a company or companies to be approved by said Mortgagee, and the policy or policies held by and payable to said Mortgagee, and in the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit the Mortgagor to receive and use it, or any part thereof, for other purposes, without thereby waiving or impairing any equity lien or right under or by virtue of this Mortgage, and may place and pay for such insurance or any part thereof, without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from date at the rate of highest lawful rate percent per annum.
5. To permit, commit or suffer not waste, impairment or deterioration of said property or any part thereof.
6. To perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants in said promissory note and ~~in this deed set forth.~~ *mortgage v. deed*
7. ~~If any of said sums of money herein referred to be not promptly and full paid within five days next after the same severally become due and payable, or if each and every the stipulations, agreements, conditions and covenants of said promissory note and this deed or either, are not duly performed, complied with and abided by, the said aggregate sum mentioned at the option of the Mortgagee, as fully and completely as if the said aggregate sum of Nineteen Thousand One Hundred Sixty Two and no/100 (\$19,162.00) Dollars was originally stipulated to be paid on such day, anything in said promissory note or herein to the contrary notwithstanding.~~ *A. J.*

UNOFFICIAL COPY

8. The Mortgagee may, at any time while a suit is pending to foreclose or to reform this Mortgage or to enforce any claims arising hereunder, apply to the Court having jurisdiction thereof for the appointment of a receiver, and such court shall forthwith appoint a receiver of the premises and all other property covered hereby including all and singular the income, profits, rents, issues and revenues from whatever source derived, and such receiver shall have all the broad and effective functions and powers in anywise entrusted by a Court to a receiver and such appointment shall be made by such Court as an admitted equity and a matter of absolute right to said Mortgagor or the defendants, and such income, profits, rents, issues and revenues shall be applied by such receiver according to the lien of this mortgage and the practice of such Court.

D.S. 9. All rights of mortgagee are subject and subordinate to the rights of the primary lien holder.

IN WITNESS WHEREOF, the said Mortgagor hereunto sets his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

Deborah Taylor

Deborah Taylor

STATE OF ILLINOIS)
)§
COUNTY OF COOK)

I, *The Undersigned*, an officer authorized to take acknowledgments of deeds according the laws of the State of Illinois, duly qualified and acting, hereby certify that Deborah Taylor, to me personally known, this day acknowledged before me that they executed the foregoing Mortgage and I FURTHER CERTIFY that I know the said person making said acknowledgment to be the individual described in and who executed the said Mortgage.

IN WITNESS HEREOF, I hereunto set my hand and official seal at _____, in said County and State, this *28th* day of *February* 2005.

Sheri Minkema

Notary Public
Commission Expires:

