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SECOND MORTGAGE

THIS MORTGAGE dated as of 29th day of October, 2004, is made between MARVIN RAINEY ("the mortgagor") Wendy Reese ("the mortgagee") to In order secure the payment of that certain promissory Note executed by the Mortgagor and payable to the order of the Mortgagee in the principal sum of TEWENTY-THREE THOUSANDS DOLLARS 23,000.00 and to secure the terms, covenants, promises, agreements and conditions as more fully described in the Promissory Note between the Mortgagors and the Mortgagee, bearing the same date as the mortgage, the mortgagors hereby mortgage and warrant to the Mortgagee, his/her and assigns the following described real estate:

Permanent Real Estates Index Number(S) 20-21-303-008-0000
Address(es) of real estate: 6708 s. Parnell ave. Chicago, IL

In the event of default in payment 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 or non-payment of taxes or assessments said premises, or of a breach of any of the covenants or agreements herein contained, ten 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, his/her heirs, executors, administrators, attorneys or assign, 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 provision of this Mortgage.

Dated this 29th day of October, 2004.


Marvin Rainey



Doc#: 0510247229
Eugene "Gene" Moore Fee: \$50.00
Cook County Recorder of Deeds
Date: 04/12/2005 01:35 PM Pg: 1 of 3

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Secured Promissory Note

AMOUNT: \$23,000.00

For good value, the undersigned jointly and severally promises to pay to the order of Wendy Reese ("LENDER") the sum of TWENTY THREE THOUSAND DOLLARS, together with interest at the rate of 6% per annum on the unpaid balance paid in the manner outlined hereunder.

The maturity date of this loan shall be OCTOBER 29, 2034 and the entire balance hereunder shall be due and payable on such date.

BORROWER AND ANY GUARANTORS OF THIS PROMISSORY NOTE, EACH SIGNING BELOW HEREBY GRANT TO THE LENDER A SECURITY INTEREST IN THE REAL PROPERTY LEGALLY DESCRIBED AS FOLLOWS, LOT E IN GRAVE'S RESUBDIVISION OF LOTS 1, 2 AND 3 IN BUSSIE'S SUBDIVISION OF LOTS 1 TO 4 INCLUSIVE IN BLOCK 2 IN BATE'S RESUBDIVISION OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ (EXCEPT THE EAST 644 FEET OF THE 691 FEET SOUTH OF AND ADJOINING THE NORTH 428 FEET THEREOF) IF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Payments shall be first applied to interest and the balance to principal. This note may be prepaid at any time, in whole or in part, without penalty. This note shall, at the option of any holder hereof, be due and payable upon the:

1. Failure to make any payment within five (5) days of its Due date.
2. Breach of any security interest, mortgage, loan agreement, pledge agreement or guarantee granted as collateral security for this note.
3. Breach of any loan agreement, security agreement or mortgage, if any, having a priority over any loan agreement, security agreement or mortgage granted, in whole or in part, as collateral security for this note.
4. Death, incapacity, dissolution or liquidation of any of the undersigned, or any endorser, guarantor or surety.
5. Filing by any of the undersigned of an assignment for the benefit of creditors, bankruptcy or other form of insolvency, or by suffering an involuntary petition in bankruptcy or receivership not vacated within thirty (30) days.

If this note shall be in default and placed for collection, the undersigned shall pay all reasonable attorney fees and costs of collection. Payments shall be made to such address as may from time to time be designated by any holder.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, shall remain fully bound until this note is paid and waive demand, presentment and protest and all notices thereto and further agree to remain bound, notwithstanding any extension, modification, waiver, or other indulgence or discharge or release of any obligor hereunder or exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be

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binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and be governed and enforced in accordance with the laws of THE STATE OF ILLINOIS.

Signed under Seal this 29 day of OCTOBER, 2004.

Made by: [Signature] (Borrower)

Secured Promissory Note

AMOUNT: \$23,000.00

Subscribed and sworn to me on this 29th day of OCTOBER, 2004

Notary Public [Signature]

(SEAL)



This promissory note is secured by a security agreement.