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Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
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Prepared by and after
recording mail to:

Domenic J. Lupo, Esq.
O'Brien & O'Brien
55 W. Wacker Drive,
Suite 801
Chicago, IL 60601

MORTGAGE

THIS INDENTURE, made this 5st day of April, 2005, between **ANTWONE HUMPHRIES** (hereinafter referred to as "Mortgagor") and **2819 Markham LLC, An Illinois Limited Liability Company**, (hereinafter referred to as "Mortgagee").

WITNESSETH:

WHEREAS, On March 9, 2005 Mortgagor, **ANTWONE HUMPHRIES** executed and delivered to Mortgagee a **REVOLVING PROMISSORY NOTE** dated March 9, 2005 in the principal sum of **ONE HUNDRED AND FORTY THOUSAND DOLLARS (\$140,000.00)**, payable to Mortgagee (the "Note").

In said Note the Mortgagor **ANTWONE HUMPHRIES** as Borrower promises to pay, commencing on March 9, 2005, the principal sum, together with interest on the outstanding principal balance due at a rate provided for in the Note. Note Interest shall be computed on a calendar year having 360 days; shall be paid for the actual days outstanding with a final payment of the entire remaining balance of principal and interest due and payable on or before September 9, 2005.

WHEREAS, to induce **2819 Markham, LLC** to fund the Loan described in the Note, **ANTWONE HUMPHRIES**, has agreed to mortgage his interest in the property more fully described herein as security for the Note.

NOW THEREFORE, Mortgagor, to secure the payment of the said principal sum of money, said interest, and other obligations under the Note and this Mortgage, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents, grant, remise, release, and convey unto the Mortgagee, its successors and assigns, Mortgagor's interest in the following described Real Estate situated, lying and being in the County of Cook and the State of Illinois, to wit:

UNOFFICIAL COPY**LEGAL DESCRIPTION**

**Common Address: 14229 S. Wood
Dixmoor, IL 60426-1160**

PIN 29-06-424-040-0000

Parcel 1: A PART OF LOT 3 LYING WITHIN THE FOLLOWING DESCRIBED PARCEL, BEGINNING AT THE INTERSECTION OF A LINE PASSING THROUGH THE MOST SOUTH CORNERS OF LOTS 1 AND 8 WITH A LINE BEING 15 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1; THENCE EAST ALONG SAID LINE BEING 15 FEET SOUTH TO A POINT OF INTERSECTION WITH THE NEXT DESCRIBED COURSE; THENCE SOUTHEASTERLY ALONG LINE 21 FEET SOUTHWESTERLY ON THE NORTHEAST LINE OF LOTS 1 THROUGH 9 TO A POINT OF INTERSECTION WITH THE NEXT DESCRIBED COURSE; THENCE SOUTH ALONG LINE 21 FEET WEST OF THE EAST LINE OF LOTS 9 THROUGH 11 TO A POINT OF INTERSECTION WITH THE NEXT DESCRIBED COURSE, THENCE WEST ALONG A LINE 8 FEET NORTH OF THE SOUTH LINE OF LOTS 11 THROUGH 17 TO A POINT EAST OF THE WEST LINE OF SAID LOT 17 TO A POINT OF INTERSECTION WITH THE NEXT DESCRIBED COURSE; THENCE NORTH ALONG A LINE 15 FEET EAST TO THE WEST LINE OF SAID LOT 17 TO A POINT OF INTERSECTION WITH THE NEXT DESCRIBED COURSE; THENCE EAST ALONG A LINE 64 FEET NORTH OF SAID SOUTH LINE OF LOTS 11 THROUGH 17 TO A POINT BEING 128.05 FEET EAST OF SAID WEST LINE OF LOT 17; THENCE NORTH 8.5 FEET ALONG A LINE 128.05 FEET EAST OF SAID WEST LINE OF LOT 17 TO A POINT OF INTERSECTION WITH THE NEXT DESCRIBED COURSE; THENCE NORTHWESTERLY ALONG SAID LINE PASSING THROUGH THE MOST SOUTH CORNERS OF SAID LOTS 1 AND 8 TO THE PLACE OF BEGINNING, ALL IN DORCHESTER TERRACE, BEING A SUBDIVISION OF LOT 17 IN BLOCK 5 IN FOREST MANOR, A SUBDIVISION OF THE SOUTH 40 ACRES OF THE EAST ½ OF THE SOUTHEAST FRACTIONAL ¼ SOUTH OF THE INDIAN BOUNDARY LINE OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Parcel 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE PLAT OF SUBDIVISION FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

This Mortgage shall also secure any and all renewals or extension of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such lawful rate as may be agreed upon, and any such renewals or extensions or any change in the terms or rate of interest shall not impair in any manner the validity or priority of this Mortgage, nor release the Mortgagor from personal liability for the indebtedness hereby secured.

This conveyance includes all improvements thereon situated and which may hereafter be erected or placed thereon, and all and singular the tenements, appurtenances and easements thereunto belonging and the rents, issues and profits thereof, which are hereby expressly conveyed and assigned to the Mortgagee as additional security, and any and all appurtenances, fixtures and equipment in or that may at any time be placed in any building now or hereafter standing on said premises.)

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TO HAVE AND TO HOLD the above described premises with the appurtenances and fixtures thereto appertaining or belonging unto the Mortgagee, its successors and assigns, forever, for the purposes herein set forth and for the security of the said principal Note hereinbefore described, and interest thereon and free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

In addition, the Mortgagor covenants with the Mortgagee as follows:

1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request furnish to Mortgagee duplicate receipts therefore. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.
3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and such other risks and hazards as are insurable under the present and future forms of all-risk insurance policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage to the Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
4. In case of default therein, Mortgagee may, but need not, *make* any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. A)) moneys paid for any of the purposes *herein* authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by *Mortgagee* to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate stated in the Mortgage Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagor.

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5. The Mortgagor expressly covenants and agree not to place any other lien upon or further encumber any portion of the real estate described herein without the prior written consent of the Mortgagee.

6. The Mortgagor shall pay each item of indebtedness herein mentioned, principal, interest, and assessed late charges when due according to the terms hereof. At the option of Mortgagee, without notice to or demand upon the Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the Note; (b) immediately in the event Mortgagor shall, without the prior consent of Mortgagee, sell, transfer, convey, **further encumber**, or assign the title to all or any portion of the premises, or the rents, issue, or profits therefrom, whether by operation of law, voluntarily or otherwise, or shall contract to do any of the foregoing, or in the event the owner or if there be more than one, any of the owners, of the beneficial interest in the trust of which Mortgagor is title holder (any such owner being herein referred to as a "Beneficial Owner") shall, without the prior written consent of Mortgagee, transfer or assign all or any portion of such beneficial interest, or the rents, issues, or profits from the premises (including, without being limited to, a collateral assignment), whether by operation of law, voluntarily or otherwise, or shall contract to do any of the foregoing, Mortgagee, at its option, shall then have the unqualified right to accelerate the maturity of the Note, causing the full principal balance, accrued interest, and prepayment premium, if any, to be immediately due and payable without notice to Mortgagor, or (c) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee for attorneys' fees, special process server fees, Mortgagee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this Paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate stated above, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; (b) Preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, *whether or not actually commenced*.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all Costs and expenses incident to the foreclosure proceedings, including all such items that are mentioned in the preceding paragraph hereof; second, all other items which under *the terms* hereof, constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided;

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third, all principal and interest, remaining unpaid on the Note; fourth, any overage to Mortgagor, his successors or assigns, as their rights may appear.

9. Upon, at any time after the filing of a Complaint to foreclose this Mortgage, the court in which such Complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be rents, issues, and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) The deficiency in case of a sale and deficiency.

10. In the event of a judicial proceeding to foreclose this Mortgage, Mortgagor hereby expressly waives any and all rights of redemption from sale under any decree or judgment of foreclosure of this Mortgage on his/their own behalf, and on behalf of his/their successors and assigns and each and every person acquiring any interest in or title to the premises subordinate or subsequent hereto, and on behalf of all other persons to the extent permitted by the applicable provisions of the statutes and laws of the State of Illinois, except decree or judgment creditors acquiring an interest in the premises subsequent to the date hereof, and agrees that when sale is had under any decree or judgment of foreclosure of this Mortgage, upon confirmation of such sale, the Sheriff or other officer making such sale, shall be and is authorized immediately to execute and deliver to the purchaser at such sale a deed conveying the premises.

11. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.

12. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

13. Mortgagee has no duty to examine the title, location, existence, or condition of the premises, nor shall Mortgagee be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder.

14. If the Mortgagor shall sell, convey or alienate said property or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntary or involuntary, any indebtedness or obligation secured hereby, irrespective of the maturity dates expressed in any note evidencing the same, at the option of the holder hereof, and without demand or notice shall immediately become due and payable.

15. This Mortgage has been delivered in Alsip, Illinois. The provisions of this Mortgage and all rights and secured obligations of the parties hereunder shall be governed by and construed in accordance with the internal laws of the State of Illinois. The parties agree that the Federal or

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State Courts situated in Chicago, Illinois are a proper forum and shall be the only forum for the resolution of any and all disputes of any nature which may arise between the parties to this Mortgage. Mortgagor agrees that he shall not assert any counterclaim in any proceeding brought in accordance with this provision. **Mortgagor waives trial by jury.**

16. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Mortgage has been satisfied. Mortgagor shall pay all costs for preparation of the Release and/or recordation, if any.

IN WITNESS WHEREOF, ANTWONE HUMPHRIES has signed and delivered this Mortgage on the day and year first above written as his free and voluntary act.

BY SIGNING BELOW, MORTGAGOR ACCEPTS AND AGREES TO THE TERMS AND COVENANTS CONTAINED IN THIS MORTGAGE

Mortgagor:




Antwone Humphries – SSN: 336-72-6017
4404 W. 127th Place
Alsip, IL 60803

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that ANTWONE HUMPHRIES, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered this MORTGAGE as his free and voluntary act for the uses and purposes herein set forth.

Given under my hand and Notarial Seal this 5th day of April, 2005.



Notary Public

