

### **UNOFFICIAL COPY**

This is instrument Prepared by:

Alonzo Jones 403 Merganser CT. Lindenhurst, IL. 6004

After Recording M

Cynthia Johnson
123 E. 23<sup>rd</sup> Street
Harvey, IL. 60426
125 212 4



Doc#: 0513705049
Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 05/17/2005 09:36 AM Pg: 1 of 3

#### Second Mortgage

This Second Mortgage ("Security Instrument") is given on April <u>29</u>, 2005. This document is for the Property at 123 E.153<sup>rd</sup> Street, Harvey, Illinois 60426. The mortgager is Alpha Steward, single never married, whose address is 123 E. 153<sup>rd</sup> Street, Harvey, Illinois 60426 ("Borrower"). This Security (natrument is given to; Cynthia Johnson, whose address is, 123 E. 153<sup>rd</sup> Street, Harvey, IL. 60426 ("Lender").

Section 1. Borrower owes Lender the principal sum of Three Thousand Seven Hundred and Fifty Dollars (\$3,750). This debt is evidence by Borrower's note dated of even date herewith, which provides for monthly payment, with the full debt, if not paid earlier, due and payable on April 1, 20 has been to Lender (a) the repayment of the debt evidence of the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums with interest, advance by the Lender to Borrower related to the property (described on Exhibit A attached hereto), and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For these purposes, Borrower does hereby mortgage, grant and convey to Lender, the Property described on Exhibit A attached hereto, together with all the improvements now or hereafter erected on the Property, and all easements, appurtenances, and fixtures now or hereafter a part of the Property, subject to the prior mortgage (the "First Mortgage") of Montage and between borrower and the First Lender"), dated of even date herewith, executed by and between borrower and the First Lender, pertaining to the Property (the "First Mortgage").

Section 2. Borrower covenants and agrees with Lender that Borrower shall fully comply with all requirements of the First Mortgage, including without limitation the payment of all amounts due there under in a timely manner, and the full and timely performance of all other obligations of Borrower to the lender under the First Mortgage. Borrower agrees that in the event the Borrower receives any communication from Lender regarding the First Mortgage, including without limitation any notice of no receipt of payment, Borrower shall immediately provide Lender with a true, correct and complete



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copy of any such notice. Borrower and Lender further covenant and agree that in the event that Borrower is in default under the First Mortgage, Borrower shall be automatically deemed to be in default under the First Mortgage, Borrower shall be automatically deemed to be in default under this Security Instrument.

Section 3. Borrower and Lender covenant and agree that all provisions of the First Mortgage not inconsistent with this Second Mortgage are incorporated herein b this reference, to be construed in favor of Lender, subject in all cases to the subordination of Lender's rights to the rights of the First Mortgage lender.

of the 29 day of April, 2005.  Alpha Steward
State of Illinois ) SS.
County of Cook )
I, Janet M Huff, a notary public in and for the
County of Cook, State of Illinois, DO HEREBY CERTIFY that Alpha Steward,
personally known to me to be the same person was name is subscribed to the foregoing
Second Mortgage appeared before me this day in person, and acknowledged that
Borrower signed, sealed and delivered the Second Mongage as Borrower's free and
voluntary act, for the used and purposes therein set forth, including the waiver and release
of rights of homestead.

GIVEN under my hand and notaries seal this 29th day of Arril 2005.

"OFFICIAL SEAL"
Janet M. Huff

Notary Public, State of Illinois My Commission Exp. 02/09/2009

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Coot County Clert's Office

# UNOFFICIAL COPY STEWART TITLE

ALTA COMMITMENT

Schedule A - Legal Description

File Number: TM174405

Assoc. File No: 425213

GUARANTY COMPANY HEREIN CALLED THE COMPANY

#### **COMMITMENT - LEGAL DESCRIPTION**

LOT 4 IN BATESON'S SUBDIVISION OF LOTS 25, 26 AND 27 IN BLOCK 63 IN HARVEY, A SUBDIVISION OF PART OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P; 18# 20-17-110-019

STEWART TITLE GUARANTY
COMPANY