

UNOFFICIAL COPY

JUNIOR MORTGAGE

This Mortgage is given by JOHNNY McEACHIN, hereinafter called Borrower, under a Mortgage Note to Aminah Paden, hereinafter called Lender, which term includes any holder of this Mortgage, to secure the payment of the PRINCIPAL SUM of \$13,000.00 together with interest thereon computed on the outstanding balance, all as provided in a Note having the same date as this Mortgage, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of the Note and this Mortgage.

In consideration of the loan made by Lender to Borrower and for the purpose expressed above, the Borrower does hereby grant and convey to Lender, with MORTGAGE COVENANTS, the land with the buildings situated thereon and all the improvements and fixtures now and hereafter a part thereof, being more particularly described in Exhibit A attached hereto and made a part hereof and having a street address of:

3216 W. Walnut, Chicago, Illinois 60624
PIN: 16-11-406-087-0000

Legal Description attached as Exhibit "A" and is hereby incorporated into this document.

Borrower further covenants and agrees that:

1. Only certain mortgages dated April 8, 2004 shall be superior mortgages or the notes secured by them shall be superior to this mortgage.
2. Borrower will make with each periodic payment due under the Note secured by this Mortgage a payment sufficient to provide a fund from which the real estate taxes, betterment assessments and other municipal charges which can become a lien against the mortgaged premises can be paid by Lender when due. This provision shall be effective only in the event that a fund for the same purpose is not required to be established by the holder of a senior mortgage.
3. In the event that Borrower fails to carry out the covenants and agreements set forth herein, the Lender may do and pay for whatever is necessary to protect the value of and the Lender's rights in the mortgaged property and any amounts so paid shall be added to the Principal Sum due the Lender hereunder.
4. As additional security hereunder, Borrower hereby assigns to Lender, Borrower's rents of the mortgaged property, and upon default the same may be collected without the necessity of making entry upon the mortgaged premises.
5. In the event that any condition of this Mortgage or any senior mortgage shall be in default for fifteen (15) days, the entire debt shall become immediately due and payable at the option of the Lender. Lender shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.
6. In the event that the Borrower transfers ownership (either legal or equitable) or any security interest in the mortgaged property, whether voluntarily or involuntarily, the Lender may at its option declare the entire debt due and payable.
7. This Mortgage is also security for all other direct and contingent liabilities of the Borrower to Lender which are due or become due and whether now existing or hereafter contracted.
8. Borrower shall maintain adequate insurance on the property in amounts and form of coverage acceptable to Lender and the Lender shall be a named insured as its interest may appear.



0522445007

Doc#: 0522445007

Eugene "Gene" Moore Fee: \$50.50

Cook County Recorder of Deeds

Date: 08/12/2005 08:31 AM Pg: 1 of 3

UNOFFICIAL COPY

9. Borrower shall not commit waste or permit others to commit actual, permissive or constructive waste on the property.

10. Borrower further covenants and warrants to Lender that Borrower is indefeasibly seized of said land in fee simple; that Borrower has lawful authority to mortgage said land and that said land is free and clear of all encumbrances except as may be expressly contained herein.

This Mortgage is upon the STATUTORY CONDITION and the other conditions set forth herein, for breach of which Lender shall have the STATUTORY POWER OF SALE to the extent existing under Laws of the State of Illinois.

Executed under seal this 13th day of April, 2005

BORROWER:

Johnny McEachin
[Signature of Borrower]

Johnny McEachin
[Printed or Typed Name of Borrower]

STATE OF ILLINOIS
COUNTY OF COOK

On April 13, 2005 before me,
JOHNNY MEEACHIN

_____ personally appeared and personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

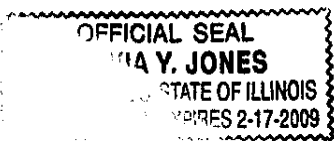
Signature: Sylvia Y Jones



Affiant: Known Unknown

ID Produced: DRIVERS LICENSE

(Seal)



Acknowledged and Accepted by Lender:

Aminah Padem

AMINAH PADEN

UNOFFICIAL COPY

LEGAL DESCRIPTION

LOT 1 AND THE EAST 9 FEET OF LOT 2 IN BASKIN'S SUBDIVISION OF THE EAST 148 FEET OF THE WEST 245 FEET OF THE SOUTH 125 FEET OF LOT 7 IN TYRELL, BERRETT AND KERFOOT'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office