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MORTGAGE

RECORDATION REQUESTED BY:
PHILIP COCOMISE
717 ROPPOLO DRIVE
ELK GROVE, ILLINOIS 60007

WHEN RECORDED MAIL TO:
NICHOLAS J. SCARPELLI
SCARPELLI & BRADY, LLC
1550 N. NORTHWEST HWY., SUITE 114
PARK RIDGE, IL 60068



Doc#: 0526247079 Fee: \$28.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/19/2005 10:38 AM Pg: 1 of 3

THIS MORTGAGE, made August 12, 2005, between BEULAH M. WILLIAMS of 5538 S. Hermitage in Chicago, Illinois, County of Cook, herein referred to as "Mortgagor" and PHILIP COCOMISE of 717 Roppolo Drive in Elk Grove Village, Illinois, County of Cook, herein referred to as Holder of the Promissory Note, in the Total Principal Sum of TWENTY ONE THOUSAND FIVE HUNDRED DOLLARS (\$21,500), as evidenced and secured by one certain Promissory Note of the Mortgagor, made payable to the order of PHILIP COCOMISE and delivered, in and by which said Promissory Note the Mortgagor promises to pay the said principle sum of Twenty one thousand five hundred dollars (\$21,500) on November 12, 2005, plus liquidated damages of Twenty Five Dollars (\$25.00) per day until the Total Principal Sum is repaid in full.

All such payments on account of the indebtedness evidenced by said note to be first applied to the twenty five dollars (\$25.00) per day in late fees on the unpaid principal balance and the remainder to the total principal sum to be paid by Mortgagor, BEULAH M. WILLIAMS, to the order of PHILIP COCOMISE.

NOW, THEREFORE, the Mortgagor to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions, and limitations of this Mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in the consideration of the sum of One Dollar in hand paid, the receipt of which is hereby acknowledged, do by these presents CONVEY and WARRANT unto PHILIP COCOMISE the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

The south 7-1/2 feet of Lot 13, all of Lot 14, and the north 5 feet of Lot 15 in block 3 in

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defendant, by reason of this trust deed or any indebtedness hereby secured; or (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.

3. 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 as 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 principal notes with liquidated damages of \$25.00 per day as herein provided; third, all principal and liquidated damages of \$25.00 per day remaining unpaid on the principal notes; fourth, any overplus to Mortgagor, his heirs, legal representatives or assigns, as their rights may appear.

This mortgage has been delivered to Lender and accepted by Lender in the State of Illinois. Except as set forth hereinafter, This Mortgage shall be governed by, construed and enforced in accordance with the laws of the state of Illinois, except and only to the extent of procedural matters related to the perfection and enforcement by Lender of its rights and remedies against the Property, which matters shall be governed by the laws of the State of Illinois. However, in the event that the enforceability or validity of any provision of this mortgage is challenged or questioned, such provision shall be governed by whichever applicable state or federal law would uphold or would enforce such challenged or questioned provision. The loan transaction which is evidenced by the Note and this Mortgage (which secures the Note) has been applied for, considered, approved and made in the State of Illinois.

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 William C. Woods 4th Pullman Park addition, being a subdivision of block 4 (except the west 473.62 feet thereof) also (excepting the north 125 feet of the east 100 feet of said block) in Pullman Park Addition to Pullman in sections 15 and 22, Township 37 north, Range 14, East of the Third Principal Meridian, according to the Plat Thereof recorded as document number 3826 30 in Book 92, Page 4, in Cook County, Illinois

Property Tax Identification Number: 25-22-115-056-0000

**Property Address: 11432 South Forest Avenue
 Chicago, Illinois
 60628-5045**

which with the property hereinafter described, is referred to herein as the "premises,"

Situated in the County of Cook, in the State of Illinois, hereby releasing and waiving all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagor does hereby expressly release and waive.

WITNESS the hand and seal of Mortgagor the day and year first above written.

Beulah M. Williams (Seal)
 BEULAH M. WILLIAMS

1. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and liquidated damages of \$25.00 per day in late fees, when due according to the terms hereof. At the option of the holder of the principal notes, or any of them, and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the installment note or in the principal notes or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making any payment of any of the principal notes, or (b) when default shall occur and continue for three days in the payment of any interest or in the performance of any other agreement of the Mortgagor herein contained.

2. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note, or the Lender 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 Lender or holders of the notes, or any of them, for attorneys' fees, Trustee'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 Lender or holders of the notes, or any of them, may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which maybe 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 a rate equivalent to the highest post maturity rate set forth in the notes securing this trust deed, if any, otherwise the highest pre maturity rate set forth therein, whets paid or incurred by Lender or holders of the notes 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