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Doc#: 0527645084 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/03/2005 11:08 AM Pg: 1 of 4

Property of SECOND MORTGAGE

Do not write above this line,

THE MORTGAGOR, ELESIA SMITH, individually ("Mortgagor"), for good and valuable consideration, the receipt of which is hereby acknowledged, by these presents hereby grants, bargains, sells, assigns, mortgages, conveys and warrants unto Mortgagee (defined below) the Property (defined below) unto O'FLAHERTY BUILDERS, INC., an Illinois corporation, together with its successors and assigns (collectively "Mortgagee"), having its principal office at having its principal office at 4839 North Winthrop Chicago, Illinois 60640, that certain property located at 4843 North Winthrop, Unit GN, Chicago, Illinois, ("Property"), Permanent Index Number(s) 14-08-415-009-0000 (Part), as further described on the attached Exhibit A hereby incorporated herein and made a part hereof, in order to secure the payment of that certain indebtedness evidenced by that certain Promissory Note (the "Promissory Note") of even date herewith, made payable to Mortgagee, in the amount of ONE HUNDRED AND TWO THOUSAND AND NO/100 DOLLARS (\$102,000.00) ("Loan Amount") at an interest rate of one percent (1%) (simple interest) pursuant to such terms and conditions set forth in said note executed by the Mortgagor and made payable to the Mortgagee as of the date hereof.

The principal balance outstanding of the Promissory Note, together with accrued and unpaid interest thereon and any other sums due hereunder, shall become due and payable in full on the date on which the earliest of the following occurs (the "Maturity Date"): (1) the Property is sold or abandoned in whole or in part by Mortgagor; (2) Mortgagor seeks to refinance the loan and mortgage, encumbering the Property, granted by the Mortgagor in favor of a permanent lender, except where such refinance is solely for the purpose of obtaining and Mortgagee does receive a lower interest rate; or (3) thirty (30) years from the date of the Promissory Note; provided, however, that the indebtedness evidenced by the Promissory Note and secured by this Mortgage, shall be forgiven upon the thirty (30) year anniversary date of the Promissory Note.

THIS IS A SECOND MORTGAGE

Washburner and 5/8
WR 8377667

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Upon the occurrence of a default in the terms covenants, conditions or the payment of any and all sums due and owing Mortgagee under the Promissory Note or pursuant to this Mortgage, Mortgagee shall have the right to immediately pursue any and all remedies available under Illinois law, which remedies shall be cumulative and concurrent. Mortgagee's remedies shall include, but not be limited to the right to sell the Property, in whole or in part, (a) under the judgment or decree of a court of competent jurisdiction, or (b) at public auction (if permitted by the laws of the jurisdiction in which the Property is situated) in such manner, at such time or times and upon such terms as Mortgagee may determine, or as provided by law; at one or more public or private sales, in such manner, at such time or times and upon such terms as Mortgagee may determine, or as provided by law. This Mortgage shall be governed by Illinois law and the venue any dispute or controversy regarding the enforcement or interpretation of this Mortgage shall be as provided in the Promissory Note.

IN WITNESS WHEREOF, the Mortgagor has signed this instrument and hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of this State as of this 24 day of September, 2005.



ELESHIA SMITH

This Document prepared by:

C. Grant McCorkhill
Holland & Knight
131 South Dearborn
30th Floor
Chicago, IL 60603
312/715-5743

AFTER RECORDING RETURN TO:

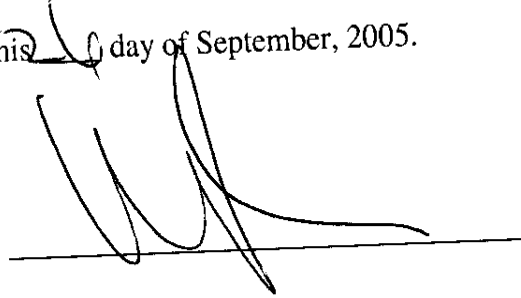
Mark Lenz
Assistant Corporation Counsel
City of Chicago
30 North LaSalle Street
Suite 1610
Chicago, Illinois 60602
312/744-1041

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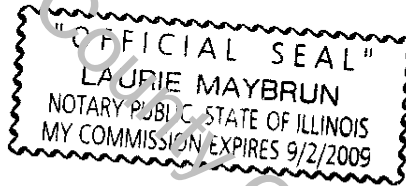
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that ELESIA SMITH* ("Mortgagor"), personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as the free and voluntary act of the Mortgagor for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 10 day of September, 2005.



(SEAL)
My Commission Expires:



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EXHIBIT A

LEGAL DESCRIPTION:

UNIT GN IN 4843 NORTH WINTHROP CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 33 IN GEORGE LILL'S SHERIDAN ROAD ADDITION TO CHICAGO BEING A SUBDIVISION IN THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT D TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0422334061 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS

Commonly known as:

4843 North Winthrop, Unit GN, Chicago, Illinois

Permanent Index Number(s):

14-08-415-009-0000 (Part)

3246691_v1

Office of Cook County Clerk's Office