

# UNOFFICIAL COPY

Project Number: 04-112



Doc#: 0529247086 Fee: \$30.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 10/19/2005 11:25 AM Pg: 1 of 4

## JUNIOR MORTGAGE

### SINGLE-FAMILY REHABILITATION PROGRAM

THIS INDENTURE, made **September 30, 2005** between the **REGIONAL REDEVELOPMENT(RRC)**, an Illinois CORPORATION, herein referred to as "Mortgagee", and **Nancy Fawlak, 2321 176<sup>th</sup> Place, IL 60438** herein referred to as "Mortgagors", witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon a Junior Mortgage Note of even date herewith, and on extensions and renewals in the initial principal sum of **Seven Thousand Four Hundred & Five DOLLARS (\$7,405.00)**, and for advances, if any, not to exceed Five Thousand Dollars (\$5,000.00), payable to the order of and delivered to the Mortgagee, in and by which Junior Mortgage Note the Mortgagors promise to pay the said principal sum under the terms and conditions specified therein; with a payment of **One Hundred percent (100%)** of the principal and advances, if any, on the sale or transfer of the property or if the property that is the subject of this Junior Mortgage is no longer the Mortgagors' principal place of residence and all of said principal are made payable at such place as the holders of the Junior Mortgage Note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at **15652 South Homan Avenue, Markham, IL 60426-3925**.

NOW, THEREFORE, the Mortgagors to secure to the Mortgagee the repayment of the indebtedness by the Junior Mortgage Note, with interest thereon, the payment of all other sums with interest thereon, in accordance with the terms, provisions and limitations of this Junior Mortgage, and the performance of the covenants and agreements herein contained by the

**RETURN TO: REGIONAL REDEVELOPMENT CORPORATION**  
**15652 South Homan Avenue**  
**Markham, IL 60426-3925**

Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents **MORTGAGE, CONVEY AND WARRANT** unto the Mortgagee, and the and the Mortgagor's successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the **City/Village of Lansing, COUNTY OF COOK AND STATE OF ILLINOIS**, to wit:

**Legal Description:**  
**Common Address:**  
**Permanent Index Number:**  
**(hereinafter the "property")**

**SEE ATTACHED EXHIBIT A**  
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NANCY PAWLAK  
2321 176<sup>TH</sup> PL  
LANSING, IL 60438

PIN # 29-25-409-020-0000

## EXHIBIT A

THE EAST  $\frac{1}{2}$  OF LOT 48 AND LOT 49 IN FRANK'S MANOR, BEING A SUBDIVISION OF PART OF LOT 3 IN SUBDIVISION OF THE SOUTHEAST  $\frac{1}{4}$  OF THE SOUTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$ , EXCEPT THE NORTH 8 RODS OF THE EAST 80 RODS OF THE SOUTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$ , ALL IN SECTION 25, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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TOGETHER with all improvements, tenements, easements and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times now or hereafter erected or acquired as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus or equipment now or hereafter therein used to supply heat, gas, air conditioning, water, light, power, refrigeration and ventilation, shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth.

The record owner is **Nancy Pawlak** and the Mortgagors covenant that the Mortgagors are lawfully seized of the estate hereby conveyed and has the right to Mortgage, Convey and Warrant the property, and that the property is unencumbered, except for encumbrances of record. The Mortgagors covenant that the Mortgagors warrant and will defend the title to the property against all claims and demands, subject to encumbrances of record.

This Junior Mortgage consists of **nine (9)** pages. The covenants, conditions and provisions appearing on pages **four through nine (4-9)** are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, and the Mortgagors' heirs, successors and assigns.

The Mortgagors hereby waive, to the extent authorized by law, any and all right of homestead and other exemption rights which would otherwise apply to the debt set out herein.

This Junior Mortgage is subordinate to an existing Mortgage and Note made in favor of **First Franklin FINANCIAL**, in an amount of **TWENTY SEVEN THOUSAND DOLLARS (\$45,000.00)**, and may be subordinated to no other liens.

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The terms of the Junior Mortgage Note and the Single-Family Rehabilitation Program Owners Participation Agreement are incorporated herein as if fully set out herein.

Witness the hand and seal of Mortgagors the day and year first above written.

By: Nancy L. Pawlak

By: \_\_\_\_\_

STATE OF ILLINOIS )  
  ) SS  
COUNTY OF COOK    )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that **Nancy Pawlak** is(are) 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 **Nancy Pawlak** signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right homestead.

Given under my hand and official seal, this 14<sup>th</sup> day of October, 2005.

Lawanda F. Barton  
Notary Public



Prepared by:  
**REGIONAL REDEVELOPMENT**  
**15652 South Homan Avenue**  
**Markham, IL 60426-3925**