

# UNOFFICIAL COPY

This is an instrument Prepared by:

Alonzo Jones  
403 Merganser Ct  
Lindenhurst, IL 60046



Doc#: 0534605005 Fee: \$50.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/12/2005 09:34 AM Pg: 1 of 3

After Recording Mail To:

Danny Wilmington  
1016 N. Lawler  
Chicago, IL 60652

## Second Mortgage

This Second Mortgage ("Security Instrument") is given on ~~September 27~~ <sup>October 27</sup>, 2005. This document is for the Property at 1016 N. Lawler, Chicago, Illinois 60652. The mortgagor is Daryl Brown single never married, whose address is 1016 N. Lawler, Chicago, Illinois 60652 (Borrower.) This Security Instrument is given to: Danny Wilmington, whose address is 1016 N. Lawler, Chicago, IL, 60652 ("Lender".)

Section 1. Borrower owes Lender the principal sum of Eleven Thousand Dollars (\$11,000.) This debt is evidence by Borrower's note dated of even date herewith, which September 1, 2014. This security instrument secures 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 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 Encore Credit Corp (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 receipt of payment, Borrower shall immediately provide Lender with a true, correct and complete 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

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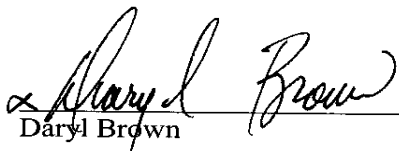
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automatically deemed to be in default under the First Mortgage, Borrower shall be automatically deemed to be in default under this Security Instrument.

Section 3. Borrower and Lender covenant and agree that all provisions of the First Mortgage not inconsistent with this Second Mortgage are incorporated herein by 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.

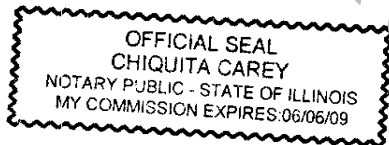
IN TESTIMONY WHEREOF, Borrower has executed this Second Mortgage as of the 27 day of ~~September~~ <sup>October</sup> 2005.

  
 \_\_\_\_\_  
 Daryl Brown

State of Illinois                                     )  
   ) SS.  
 County of Cook                                     )

I, the undersigned, a notary public in and for the County of Cook, State of Illinois, DO HEREBY CERTIFY that Daryl Brown, personally known to me to be the same person whose 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 Mortgage 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 27~~th~~ day of <sup>October</sup> ~~September~~ 2005.



Property of Cook County Clerk's Office

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LEGAL DESCRIPTION - EXHIBIT A

Legal Description: LOT 55 IN CUMMINGS AND FARGO'S AUGUSTA STREET ADDITION, BEING A SUBDIVISION OF THE EAST 5/8 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 8 FEET THEREOF DEDICATED FOR ALLEY), IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 16-04-409-035-0000 Vol. 0545

Property Address: 1016 North Lawler Avenue, Chicago, Illinois 60651

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