## UNOFFICIAL COPY JUNIOR MORTGAGE

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The Buyer, is TERRANE 16	🌇 an individual, ("N	Mortgagor"), and the Sell	ler is, I KACEY	Johnson,
an individual ("Mortgagee"). Buy	er is indebted to Sell	er in the principal sum	of Turner Auch	17 thousand and
00/100 dollars (\$ 28,000 ), with	th interest at the rate	of 3.5/ percent (_	<b>3.5</b> %) per an	num, payable as
provided in a certain Promissory	Note dated05	DEC 05	The terms ar	nd conditions of
such Promissory Note are incorpo	rated herein by refere	ence.		

Therefore, to secure the payment of the above indebtedness, Buyer hereby mortgages and conveys to Mortgagee all the following real estate:

## SEE ATTACHED LEGAL DESCRIPTION

P.I.N. 19-13-427-013-0000 Commonly known as: 6237 TALMAN CHICAGO, IL 6062

Subject to: First Mortgage

Subject to all valid easements, rights of way, covenants, conditions, reservations and restrictions of record, if any.

To have and to hold the same, together with all the buildings, improvements and appurtenances belonging thereto, if any, to the Mortgagee and Mortgagee's heirs, successors and assigns forever.

Buyer covenants with Seller that:

- 1. Buyer will promptly pay the above indebtedness when due;
- 2. Buyer will promptly pay and discharge all real estate occs, assessments and charges assessed upon the property when due, and in default thereof, Seller may pay the same and such amounts will also be secured by this Seller:
- 3. Buyer will keep the buildings and improvements on the property, it may, insured against loss by fire and other casualty in the name of Seller in such an amount and with such company as shall be acceptable to Seller, and in default thereof, Seller may effect such insurance and such amounts will a so be secured by this Seller;
- 4. Buyer will neither make nor permit any waste upon the property and will maintain the property and any improvements in good repair;
- 5. Buyer will not remove or demolish any building or improvement on the property withou. He consent of Seller;
- 6. If Buyer shall sell, convey or transfer, voluntarily or involuntarily, all or any interest in the above property, Seller may, at her option, declare the entire indebtedness secured hereby to be immediately due and payable;
- 7. Buyer hereby assigns to Seller all rents and profits of the property, if any, as additional security for the above indebtedness;
  - 8. Seller shall be entitled to the appointment of a receiver in any action to foreclose this Seller; and
- 9. Buyer will warrant and defend the title to the property against the lawful claims and defends of all persons.

MERICAN TITLE order #1059947

Doc#: 0603902094 Fee: \$50.00 Eugene "Gene" Moore RHSP Fee: \$10.00

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If any payment required under such Promissory Note is not paid when due, or if default shall be made by Buyer in the performance of any agreement, term or condition of this Seller or such Promissory Note, Seller may, at her option, declare the entire indebtedness secured hereby to be immediately due and payable and may enforce payment of such indebtedness by foreclosure of this Seller or otherwise, in the manner provided by law. Buyer shall pay all costs and expenses, including reasonable attorney's fees, incurred by Seller by reason of Buyer's default.

Provided, however, that if Buyer shall pay the above indebtedness and faithfully perform all agreements, terms and conditions of this Junior Mortgage and Promissory Note then this Junior Mortgage shall be null and void.

The rights and remedies of Seller herein are cumulative, not exclusive, and are in addition to all other rights and remedies available to Seller at law or equity. Failure of Seller to exercise any right or remedy at any time shall not be a waiver of the right to exercise any right or remedy on any future occasion.

If any provision of this Junior Mortgage shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

This Junior Mortgage is made upon the statutory condition, for any breach of which Seller will have the statutory power of sale, if existing under applicable law.

IN WITNESS WHEREOF, this Junior Mortgage is executed under seal on the 15th day of August, 2005.

STATE OF ILLINOIS

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**COUNTY OF COOK** 

OCH COUNTY CH On the O5 day of DEC, 2005 before me, a Notary Public in and for the above state and personally appeared, known to me or proved to be the person named in and who executed the foregoing instrument, and being first duly sworn, such person acknow edged that she executed said instrument for the purposes therein contained as her free and voluntary act and deed.

OFFICIAL SEAL CHIQUITA CAREY

Prepared by

Wulter Dale 8555 S. Cottage Grove CHICAGO, IC 60619

Mail to: same as prepared by

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## **UNOFFICIAL COPY**

LEGAL DESCRIPTION - EXHIBIT A

Legal Description: LOT 28 IN BLOCK 16 IN COBE AND MCKINNON'S 63RD STREET AND CALIFORNIA AVENUE SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 19-13-427-013-0000 Vol. 0389

Property Address: 6237 South Talman Avenue, Chicago, Illinois 60621

Property of Cook County Clerk's Office