

# UNOFFICIAL COPY



## JUNIOR MORTGAGE

Doc#: 0606948032 Fee: \$28.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/10/2006 09:50 AM Pg: 1 of 3

THIS INDENTURE WITNESSETH THAT, Bunche Wallace and Ruth Wallace, (hereinafter called the Grantors or Mortgagors), of Cook County, Illinois for and in consideration of the sum of Fourteen Thousand and nine hundred and fifty Dollars (\$14,950.00 ) in hand paid, CONVEYS AND WARRANTS TO Patricia A. Banks of Cook County, Illinois as trustee, and to his successors in trust hereinafter named, the following described real estate, with the improvements thereon, including all heating, gas and plumbing apparatus and fixtures, and everything appurtenant thereon, together with all rents, issues, and profits of said premises, situated in the county of Cook, and State of Illinois, to wit: See attached for Legal

P.I.N.: 31 04 204 050

Address: 18634 Laramie, Country Club Hills, Illinois. ✓

In trust, nevertheless, for the purpose of securing performance of the covenants and agreements herein. The parties hereto acknowledge and agree that the mortgage granted herein is a second priority mortgage and is expressly subordinated to the first mortgage. Grantor agrees to execute any documentation required by either or both of the Senior Mortgages necessary to allow them to preserve their senior position in the real estate described herein.

Whereas the Grantor is justly indebted upon the principal promissory note in the amount of \$14,950.00 bearing even date herewith and the terms of payment contained in said note.

The Grantor covenants and agrees as follows: (1) to pay said indebtedness and the interest thereon as stated in the note or notes provided or according to any agreement extending time of payments; (2) to pay then due in each year, all taxes and assessments against said premises, and on demand to exhibit such receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waists to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured to companies to be elected by the grantor or to place said insurance in companies acceptable to the holder of first mortgage indebtedness, with loss clause attached, payable first to the First mortgagee, and then the Second mortgagee, as the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior encumbrances and the interest thereof, at the time or times when same shall become due and payable.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness including principal and all earned interest shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at 8 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms. **This mortgage shall mature on January 1, 2036.**

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of Plaintiff in connection with the foreclosure hereof including reasonable attorney's fees, outlays for documentary evidence, costs of procuring or completing abstracts showing the whole title of said premises embracing foreclosure decree, shall be paid by the Grantor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such may be a party, shall also be paid by the Grantor. All such expenses and disbursement shall be at additional lien upon the premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether a contract sale shall have been entered or not, shall not be dismissed, nor release hereof given until all such expenses and disbursements and the costs of suit including attorney's fees, have been paid. The Grantor agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party

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claiming under the Grantor, appoint a receiver to take possession or charge of said premises with power to collect rents, issues and profits of the said premises.

In Witness whereof said Grantor or Bunche Wallace and Ruth Wallace, has caused this instrument to be signed on the 30 th day of January, 2006.

Bunche Wallace  
Bunche Wallace

Ruth Wallace  
Ruth Wallace

State of Illinois

S.S.

County of Cook

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Bunche Wallace and Ruth Wallace personally known to me to be the same persons whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that they signed and sealed and delivered the said instrument as their free and voluntary act for the use and purposes therein set forth.

Given under my hand and official seal, this 30 th day of January, 2006.

Commission expires: 9/04/09



Keyara Bishop  
Notary Public  
This instrument prepared by Joseph J. Putnick, 221 N. LaSalle St., Chicago, Illinois, 60601 ✓

MATTTO: J

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Law Title Insurance Agency Inc. Naperville  
2900 Ogden Ave., Suite 108, Lisle, Illinois 60532  
(630)717-7500, Fax (630)717-7723  
Authorized Agent For: Lawyers Title Insurance Corporation

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**SCHEDULE C - PROPERTY DESCRIPTION**

Commitment Number: 253980M\*REV.1/20/06

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*The land referred to in this Commitment is described as follows:* ✓

LOT 127 IN MARYCREST UNIT 6, A RESUBDIVISION OF PART OF LOT 9 IN MARYCREST, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND PART OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office