

# UNOFFICIAL COPY

## MORTGAGE NOTE



Doc#: 0617745061 Fee: \$28.50  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 06/26/2008 10:51 AM Pg: 1 of 3

\$ 100,000.00

DATE December 6, 2004

In consideration for his receipt of **ONE HUNDRED THOUSAND DOLLARS (\$ 100,000.00)**, Marcel M. Gamo ("Borrowers"), Chicago, IL. the undersigned, promises to pay to the order of Ralph Porrata (Lender"), the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), on which date the entire balance shall then become due

1 **BORROWER PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S.\$ *One Hundred Thousand Dollars (\$ 100,000.00)* (this amount is called "principal"), plus interest, to the order of Ralph Porrata.. I will make all payments under this note in the form of cash, check or money order.

2 **INTEREST**

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7%.

3 **PAYMENTS**

(A) Time and Place of Payments

I will pay interest only by making payments in the amount \$ 0 every month.

I will make my monthly payments on the *N/A* of each month beginning *N/A*

(B) The principal, and any unpaid interest shall be due on December 6, 2005.

4. The parties agree that the note may be prepaid without penalty.

If this Mortgage Note is signed by more than one person, the obligation and authorizations hereunder shall be joint and several. All parties hereto severally waive presentment for payment, notice of dishonor and protest. The laws of the State of Illinois shall govern this Mortgage Note. If any provision of this Mortgage Note violates the law or is otherwise unenforceable, the rest of the Mortgage Note will remain valid.

Marcel M. Gamo

Subscribed and sworn before me this 6<sup>th</sup> day of December, 2004.

Notary Public



*% CAMELLA PALLADINETTI:  
4024 W. MONTROSE AVE  
CHICAGO, IL 60641*



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## JUNIOR MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 6, 2004. The mortgagor is Marcel M. Gamo, ("Borrowers"). This Security Instrument is given by Ralph Porrata, ("Lender").

Borrower owes the Lender the principal sum of **One Hundred Thousand Dollars (\$ 100,000.00)**. This debt bears interest at a rate of 7% and is payable in full on December 7, 2005 or earlier without penalty. This Security Instrument secures to Lender: (a) the repayment of the debt; and (b) the performance of Borrower's covenants and agreements under this Security Instrument. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois: which has the address of: 5801 W. Walton Street, Chicago, Illinois 60651.  
SEE ATTACHED LEGAL

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. All replacements and additions shall also be covered by the Security Instrument as the "Property".

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

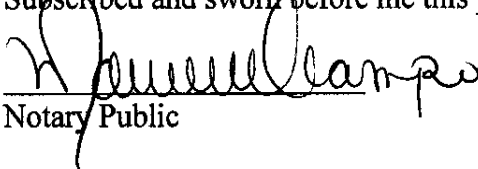
**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

- 1 **Payment of Principal and Interest; Prepayment and Late Charges.**  
Borrower shall promptly pay when due the principal of the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2 **Release.**  
Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

 (Seal)  
Marcel M. Gamo

Subscribed and sworn before me this 6<sup>th</sup> day of December, 2004.

  
Notary Public



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**Exhibit A**

**H-55290**

**LOT 453 IN AUSTIN'S THIRD ADDITION TO AUSTINVILLE, BEING A SUBDIVISION OF THE EAST 17 ACRES OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**

**P.I.N 16-05-419-015-0000**

**C/K/A 5803 W. WALTON STREET, CHICAGO, ILLINOIS 60651-2572**

Property of Cook County Clerk's Office