

3 of 4 HW
ST 5088764

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Doc#: 0624833129 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/05/2006 01:15 PM Pg: 1 of 4

Mortgage Deed

This Mortgage is given by ^{BRUCE DAVIS} ~~OWNER OF RECORD~~, hereinafter called Lender, of **14214 S. DOBSON, DOLTON, IL. 60419** to **EDDIE B. FAIRLEY** ^{a single man} hereinafter called Borrower, which term includes any holder of this

Mortgage to secure the payment of the PRINCIPAL SUM of **\$29,000.00** together with interest thereon computed on the outstanding balance, all as provided in a Note having the same date as this Mortgage, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of the Note and this Mortgage.

In consideration of the loan made by Lender to Borrower and for the purpose expressed above, the Borrower does hereby grant and convey to Lender, with MORTGAGE COVENANTS, the land with the buildings situated thereon and all the improvements and fixtures now and hereafter a part thereof, being more particularly described in Exhibit A attached hereto and made a part hereof and having a street address of:

SEE TITLE REPORT FOR LEGAL DESCRIPTION

Attach Property Description

Borrower further covenants and agrees that:

1. No superior mortgage or the note secured by it will be modified without the consent of Lender hereunder.

2. Borrower will make with each periodic payment due under the Note secured by this Mortgage a payment sufficient to provide a fund from which the real estate taxes, betterment assessments and other municipal charges which can become a lien against the mortgaged premises can be paid by Lender when due. This provision shall be effective only in the event that a fund for the same purpose is not required to be established by the holder of a senior mortgage.

3. In the event that Borrower fails to carry out the covenants and agreements set forth herein, the Lender may do and pay for whatever is necessary to protect the value of and the Lender's rights in the mortgaged property and any amounts so paid shall be added to the Principal Sum due the Lender hereunder.

4. As additional security hereunder, Borrower hereby assigns to Lender, Borrower's rents of the mortgaged property, and upon default the same may be collected without the necessity of making entry upon the mortgaged premises.

5. In the event that any condition of this Mortgage or any senior mortgage shall be in default for fifteen (15) days, the entire debt shall become immediately due and payable

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at the option of the Lender. Lender shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.

6. In the event that the Borrower transfers ownership (either legal or equitable) or any security interest in the mortgaged property, whether voluntarily or involuntarily, the Lender may at its option declare the entire debt due and payable.

7. This Mortgage is also security for all other direct and contingent liabilities of the Borrower to Lender which are due or become due and whether now existing or hereafter contracted.

8. Borrower shall maintain adequate insurance on the property in amounts and form of coverage acceptable to Lender and the Lender shall be a named insured as its interest may appear.

9. Borrower shall not commit waste or permit others to commit actual, permissive or constructive waste on the property.

10. Borrower further covenants and warrants to Lender that Borrower is indefeasibly seized of said land in fee simple, that the Borrower has lawful authority to mortgage said land and that said land is free and clear of all encumbrances except as may be expressly contained herein.

This Mortgage is upon the STATUTORY CONDITION and the other conditions set forth herein, for breach of which Lender shall have the STATUTORY POWER OF SALE to the extent existing under State law.

Executed under seal this **26st** **JUNE**, **2008** (year).

State of **ILLINOIS**
County of **COOK**

[Handwritten Signature]

On before me, , personally appeared , personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.

Signature:

Affiant _____ Known _____ Unknown _____

ID Produced _____

(Seal)

MAIL TO: 2253 E 83rd
Chicago, IL 60617

PREPARED BY
Andre Green
2253 E. 83rd
CHICAGO, IL 60617

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State of Illinois, ^{Cook} County ss:

I, Kelly L Vigni

a Notary Public in and for said County and State, do hereby certify that

the same person(s) whose name(s) Eddie B. Fairley a single man, personally known to me to be in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the purposes and therein set forth.

Given under my hand and official seal, this

31

day of August, 2009.

My commission expires: 4.30.08

[Signature]
Notary Public



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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 ST5088764 HSC
STREET ADDRESS: 14214 DOBSON AVE
CITY: DOLTON COUNTY: COOK
TAX NUMBER: 29-02-304-024-0000

LEGAL DESCRIPTION:

LOT 12 IN BLOCK 1 IN CALUMET PARK THIRD ADDITION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 1925 AS DOCUMENT 8999101, IN COOK COUNTY, ILLINOIS

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