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0625506111

Doc#: 0625506111 Fee: \$28.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/12/2006 01:12 PM Pg: 1 of 3

THIS INDENTURE WITNESSETH,
That the Mortgagor, **ROBERT MARTIN**

of the City of Calumet City
County of Cook

and State of Illinois

Mortgage(s) and Warrant(s) to **XEZ,**
INC.

THE ABOVE SPACE FOR RECORDER'S USE ONLY

of the Village of Lincolnwood County of Cook and State of
Illinois to secure the payment of \$94,078.80

promissory note

bearing even date herewith, payable to the order of **XEZ, INC.**

7303 N. Cicero
Suite B
Lincolnwood, IL 60712

the Following Described Real Estate, to-wit: LOT 1 IN WILLIAM D. ROWLEY'S RESUBDIVISION OF THE EAST 158 FEET OF SOUTH 270 FEET OF SOUTH 1/2 OF BLOCK 11 IN LINDEN GROVE, A SUBDIVISION OF WEST 35 ACRES OF NORTH 70 ACRES AND THE SOUTH 90 ACRES OF NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index #: 20-21-122-013-0000

Property Address: 6534 S. Stewart Ave., Chicago, Illinois 60621

(OVER)

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situated in the County of Cook and State of Illinois, together with all rents, issues and profits thereof, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all right to retain possession of said premises after any default in payments or breach of any of the covenants or agreements herein contained.

This mortgage is subject to the prior lien of a Mortgage dated August 26, 2005 in the amount of \$427,500.00 and given to Greenpoint Mortgage Funding, Inc.

AND THE SAID MORTGAGOR(s) Covenant(s) and agree(s) with the said Mortgagee to pay promptly when due all valid taxes and assessments accruing or levied on said premises before they become delinquent and all liens on said premises including all installments of interest and principal on said prior lien(s) as they mature, and to keep the buildings upon said premises insured against fire, lightning and windstorms, until said note with interest _____ fully paid, for a sum of not less than _____ Dollars in such insurance companies as the said Mortgagee shall approve (PROVIDED, however, that if the policies of such insurance contain any condition or provision as to co-insurance, the buildings shall be kept insured for a sufficient amount to comply with such co-insurance condition), and such policies shall provide that loss, if any, shall be payable first to the owner of said prior lien and then to the owner of the debt secured by this mortgage, as their respective interests may appear, and the policies shall be delivered to and held by the owner of said prior lien(s) during the period of such lien(s) and thereafter they shall be delivered to and held by the owner of the debt secured by this mortgage during the period of the lien hereby created; and the mortgagor(s) covenant(s) and agree(s) with the mortgagee(s) to keep the buildings and improvements on said premises in good repair during the lien of this mortgage; and in case of refusal or neglect of the said mortgagor(s) to keep said premises so insured, or to pay such taxes, assessments and liens, including installments of interest and principal due on said prior lien(s) as they mature and keep the buildings and improvements on said premises in good repair, the owner of the note(s) secured by this mortgage may procure and pay for such insurance and pay such taxes, assessments and liens and money due on said prior lien(s); and all money so paid with interest thereon at the rate of 5.00 percent per annum, shall become so much additional indebtedness against the said mortgagor(s) and secured by this mortgage, and may be paid out of the proceeds of any sale of said lands and premises under and by virtue of this mortgage.

BUT IT IS EXPRESSLY PROVIDED AND AGREED that if default be made in the payment of said promissory note(s), or any part thereof, or the interest thereon, or any part thereof, at the time and in the manner above specified for the payment thereof or in case of waste, or non-payment of taxes or assessments, or money due upon any prior lien(s) on said premises, or of a breach of any of the covenants or agreements herein contained, then and in such case the whole of the principal sum and interest secured by this mortgage, shall thereupon, at the option of said mortgagee(s), its _____ heirs, executors, administrators, attorneys, successors or assigns, become immediately due and payable and this mortgage may be immediately foreclosed to pay the same by said mortgagee(s), its _____ heirs, executors, administrators, attorneys, successors or assigns, and it shall be lawful for the said mortgagee(s), its _____ heirs, executors, administrators, attorneys, successors or assigns to enter into and upon the premises hereby granted, or any part thereof, and to collect and receive all rents, issues and profits thereof.

UPON THE FILING OF ANY BILL to foreclose this mortgage in any Court having jurisdiction thereof, such Court may appoint any person receiver with power to collect the rents, issues and profits arising out of said premises during the pendency of such foreclosure suit, and until the time to redeem the same from any sale that may be made under any decree foreclosing this mortgage shall expire; provided, however, that in case of redemption from sale, such rents, issues and profits, when collected, may be applied toward the payment of the indebtedness and costs herein mentioned and described. And the Mortgagor(s) covenant(s) and agree(s) to deliver up possession of said premises to any receiver that may be so appointed by the Court, peaceably on demand. And in case a complaint or counter claim is filed to foreclose this mortgage, or if the owner of the note(s) secured hereby, finds it necessary to protect his rights herein in any court proceeding, the mortgagor(s) covenant(s) and agree(s) to pay reasonable Solicitor's fees and all costs and expenses incurred in and about such suit or suits including the expense of an examination of the records, or of writing up the abstract of title and the same are hereby made a lien upon said premises and may be recovered and entered upon in the decree of foreclosure and collected in the same manner as the other money secured by this mortgage.

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JUNIOR MORTGAGE FORM 2510

This Instrument Prepared by
and when Recorded Return to:
XEZ, Inc.
7303 N. Cicero
Lincolnwood, IL 60712

Dated this 29th day of August, A.D. 2005

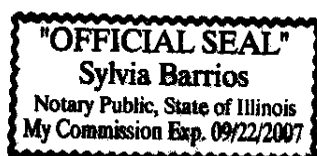
Robert W Martin
Robert Martin

STATE OF Illinois
Cook County, } ss.

I, Sylvia Barrios a Notary Public in and for the said County, and the
State of Illinois, DO HEREBY CERTIFY, that Robert W Martin

personally known to me to be the same person(s) whose name Robert W Martin subscribed to the
foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered
the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release
and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 29 day of August A.D. 2005



Sylvia Barrios (SEAL)

Notary Public.