

UNOFFICIAL COPY



Doc#: 0636240147 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/28/2006 02:58 PM Pg: 1 of 5

HERITAGE TITLE COMPANY

H64395

(SPACE ABOVE RESERVED FOR RECORDING INFORMATION)

Brooks A. Cullison, Esq. - 6336 N Cicero #102 - Chicago, IL 60646
Ph: 773-205-6300

(RESERVED FOR NAME, ADDRESS, AND TELEPHONE NUMBER
OF PERSON PREPARING INSTRUMENT)

SECOND MORTGAGE ON 3808 W. Diversey -CHICAGO, IL 60647

This Second Mortgage is made on the December 26, in the year of 2006, in the amount of \$26,000.00 (~~Twenty Six Thousand Five Hundred~~ Twenty Six Thousand Dollars), at the interest rate of 7% per year (Seven Percent Per Year), which matures on December 26th, 2011, between MARTIN REYNOSO, as Mortgagee(s), whose address is 5705 W. Montross Chgo IL 60618 and RUBEN SALAZAR, as Mortgagee(s), whose address is 2746 N. Arkinson Chicago IL 60647. Mortgagee(s) conveys, sells and mortgages to Mortgagee(s) real estate located in Cook County, State of Illinois, described as follows: (Legal description)

*Twenty Six

LOT 22 IN ERNST STOCK'S NORTHWEST ADDITION TO CHICAGO, SAID ADDITION BEING A SUBDIVISION OF THE EAST 5 ACRES OF LOT 12 N DAYLIN, KELLY AND CARROLL'S SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13 EAST OF WE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number(s): ~~13-26426-023-0000~~
13-26-126-023-0000

UNOFFICIAL COPY

MORTGAGE FORM cont'd.

Including all buildings, structures, improvements, and fixtures now or in the future located on the real estate during the term of this Mortgage, and together with all appurtenances, and all revenue and income arising from such property. The street address of the Mortgaged property is **3808 W. Diversey -CHICAGO, IL 60647**

This Mortgage secures the following obligations or indebtedness of Mortgagor(s) to Mortgagee(s) including any and all future advances made by Mortgagee(s) to Mortgagor(s).

Mortgagor(s) represents, covenants, warrants, and agrees as follows:

1. To timely pay the above-described indebtedness and to timely perform all other obligations contained within this Mortgage.
2. Mortgagor(s) is lawfully seized of the real estate; holds clear title to it in fee simple; and, has a right and authority to execute and convey the mortgaged property.
3. The mortgaged property is free and clear of all liens and encumbrances except for nondelinquent real estate taxes and special assessments and as otherwise stated in this Mortgage.
4. Mortgagor(s) will warrant and defend title to the real estate and the lien and priority of this Mortgage against claims and demands of all persons now existing or arising during the term of this Mortgage and the underlying indebtedness and obligations secured by the Mortgage.
5. All buildings, structures, improvements, and fixtures described above are and will be located on the real estate.
6. To maintain fire and casualty insurance in the amount of _____ dollars on the mortgaged property, and Mortgagor(s) shall provide proof of such insurance to Mortgagee(s).
7. To pay all real estate taxes and special assessments upon the Mortgage property as they become due.
8. To not otherwise encumber or create a lien upon the mortgaged property without obtaining prior written approval from the Mortgagee(s).

UNOFFICIAL COPY

MORTGAGE FORM cont'd.

provision of this Mortgage is declared to be invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Mortgage shall remain in full force and effect. If a court holds that any provision of this Mortgage is invalid, illegal or unenforceable as written, but is valid, legal and enforceable by limiting such provision consistent with state law, the provision shall be deemed to have been so written, construed and enforced as limited.

Mortgagor(s) shall, upon the request of the Mortgagee(s), sign additional instruments in the event that such additional instruments are reasonably required to evidence or prove the lien of this Mortgage and/or to protect the security interest of the Mortgagee(s) in the mortgaged property. Mortgagor(s) shall immediately pay the cost and expenses of filing and recording such additional instruments.

The rights and obligations created within this Mortgage are binding upon and to the benefit of the parties and their legal representatives, heirs, successors, and assigns.

Mortgagor(s) acknowledges receipt of copies of this Mortgage and the promissory notes or other written obligations secured by this Mortgage.

Additional provisions: N/A

Date: 12/26/06



Mortgagor

Mortgagee

The Mortgagor(s) relinquishes and waives his/her rights of dower, homestead, and distributive share in and to the mortgaged property and waives all rights of exemption as to any of the mortgaged property. I/we understand that any homestead property included in the mortgaged property is often protected from the claims of creditors and exempt from judicial sale. I/We voluntarily waive and relinquish such protection for the homestead property covered by this Mortgage with respect to claims based upon this Mortgage.



Mortgagor

Mortgagee

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY THAT MARTIN REYNOSO

personally known to me to be the same person(s) whose name(s) is are subscribed to
the foregoing instrument, appeared before me this day in person, and acknowledged that
HE signed, sealed and delivered the said instrument as HIS 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 26 day of SEP
2006.

Linda Jenero
Notary Public

My commission expires on _____, 20____.



Property of Cook County Clerk's Office

UNOFFICIAL COPY

Exhibit A

H64395

LOT 22 IN ERNST STOCK'S NORTHWEST ADDITION TO CHICAGO, SAID ADDITION BEING A SUBDIVISION OF THE EAST 5 ACRES OF LOT 12 IN DAVLIN, KELLY AND CARROLL'S SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 13-26-126-023-0000

C/K/A 3808 W. DIVERSEY, CHICAGO, ILLINOIS 60647

Property of Cook County Clerk's Office