

# UNOFFICIAL COPY

Project Number: 05-066



Doc#: 0708847233 Fee: \$30.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 03/29/2007 03:54 PM Pg: 1 of 4

## MORTGAGE

### **SINGLE-FAMILY REHABILITATION PROGRAM**

THIS INDENTURE, made **October 27, 2006** between the **CITY OF MARKHAM**, an Illinois **MUNICIPALITY**, herein referred to as "Mortgagee", and **Madie Jaynes, 16624 Winchester, Markham, IL 60428** herein referred to as "Mortgagors", witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon a Mortgage Note of even date herewith and on extensions and renewals in the initial principal sum of **sixteen thousand one hundred DOLLARS (\$16,100.00)**, and for advances, if any, not to exceed Five Thousand Dollars (\$5,000.00), payable to the order of and delivered to the Mortgagee, in and by which Mortgage Note the Mortgagors promise to pay the said principal sum under the terms and conditions specified therein; with a payment of **One Hundred percent (100%)** of the principal and advances, if any, on the sale or transfer of the property or if the property that is the subject of this Mortgage is no longer the Mortgagors' principal place of residence and all of said principal are made payable at such place as the holders of the Mortgage Note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at **15652 South Homan Avenue, Markham, IL 60428-3925**.

NOW, THEREFORE, the Mortgagors to secure to the Mortgagee the repayment of the indebtedness by the Mortgage Note, with interest thereon, the payment of all other sums with interest thereon, in accordance with the terms, provisions and limitations of this Mortgage, and the performance of the covenants and agreements herein contained by the

**RETURN TO: City of Markham  
Economic Development Department  
15652 South Homan Avenue  
Markham, IL 60428-3925**

Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents **MORTGAGE, CONVEY AND WARRANT** unto the Mortgagee, and the and the Mortgagor's successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the **City of Markham, COUNTY OF COOK AND STATE**

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OF ILLINOIS, to wit:

<b>Legal Description:</b>	<b>SEE ATTACHED EXHIBIT A</b>
<b>Common Address:</b>	<b>SEE ATTACHED EXHIBIT A</b>
<b>Permanent Index Number:</b>	<b>SEE ATTACHED EXHIBIT A</b>
<b>(hereinafter the "property")</b>	

TOGETHER with all improvements, tenements, easements and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times now or hereafter erected or acquired as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus or equipment now or hereafter therein used to supply heat, gas, air conditioning, water, light, power, refrigeration and ventilation, shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth.

The record owner is **Madie Jaynes 16624 Winchester, Markham, IL 60428** and the Mortgagors covenant that the Mortgagors are lawfully seised of the estate hereby conveyed and has the right to Mortgage, Convey and Warrant the property, and that the property is unencumbered, except for encumbrances of record. The Mortgagors covenant that the Mortgagors warrant and will defend the title to the property against all claims and demands, subject to encumbrances of record.

This Mortgage consists of ten (10) pages. The covenants, conditions and provisions appearing on pages four through ten (4-10) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, and the Mortgagors' heirs, successors and assigns.

The Mortgagors hereby waive, to the extent authorized by law, any and all right of homestead and other exemption rights which would otherwise apply to the debt set out herein.

The terms of the Mortgage Note and the Single-Family Rehabilitation Program Owners Participation Agreement are incorporated herein as if fully set out herein.

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Witness the hand and seal of Mortgagors the day and year first above written.

By: Madie Jaynes

By: \_\_\_\_\_

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 **Madie Jaynes**, is(are) 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 **Madie Jaynes** signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right homestead.

Given under my hand and official seal, this 27<sup>th</sup> day of **October, 2006**.

\_\_\_\_\_  
Notary Public

Prepared by:

**City of Markham  
Economic Development Department  
15652 South Homan Avenue  
Markham, IL 60428-3925**

*Director 3-28-06*

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2

1. **Prompt Payment.** Mortgagors shall promptly pay when due the principal indebtedness evidenced by the Mortgage Note.
2. **Advances.** Any and all advances or payments made by the Mortgagee hereunder shall be secured by this Mortgage pursuant to paragraph 3 of the Single-Family Rehabilitation Program Owners Participation Agreement.

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## EXHIBIT A

**Owner:** Charles & Madie Jaynes

**Property Address:** 16624 Winchester, Markham, IL. 60428

**PIN Number:** 29-19-424-046-0000

**Legal Description:** THE NORTH HALF OF LOT THIRTY-THREE AND ALL OF LOT THIRTY-FOUR IN BLOCK TWO IN CROISSANT PARK MARKHAM, A SUBDIVISION OF LOT 2 (EXCEPT THE NORTH 15.61 FEET THEREOF) ALSO ALL OF LOTS 3, 4, 5 AND 6 IN LAWS SUBDIVISION OF THE SOUTH EAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDAN, ALSO THAT PART OF THE SOUTH WEST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 20, TOWNSHIP 36 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST AND NORTH, WEST OF RIGHT OF WAY OF ILLIONIS CENTRAL RAILROAD, IN COOK COUNTY, ILLIONIS.