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Doc#: 0733409004 Fee: \$28.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/30/2007 09:57 AM Pg: 1 of 3

SECOND MORTGAGE

The Mortgagor, **C. JONES ENTERPRISES, L.L.C.** ("Borrower"), of the City of Chicago, County of Cook, State of Illinois, **MORTGAGE AND WARRANT to JAMES JONES and SANDRA JONES** ("Lender") to secure payment of a certain Promissory Note executed by the Mortgagors, bearing the date of May 1, 2006, payable to the order of **JAMES JONES and SANDRA JONES**, the following describe real estate, to-wit:

LOTS 37 AND 38 IN SUBDIVISION OF PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 20-03-400-058-0000
Address(es) of Real Estate: 4314-16 S. Vincennes, Chicago, Illinois

situated in the County of Cook, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage.

Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.

If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest.

Any extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to Borrower or any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

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Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage.

Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender, prior to acceleration shall give notice to Borrower specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

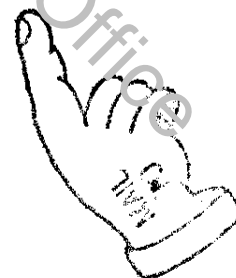
Dated this 1st day of May, 2006.

C. JONES ENTERPRISES, L.L.C.

By: _____

Cory Jones
COBY JONES

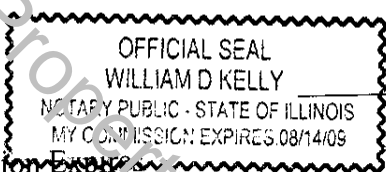
This instrument was prepared by and after recording, return to: William D. Kelly, Esquire,
 Kelly & Karras, Ltd., Suite 205, 619 Enterprise Drive, Oak Brook, Illinois 60523



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STATE OF ILLINOIS
COUNTY OF DUBUQUE

I, William D. Kelly, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **C. JONES ENTERPRISES, L.L.C., by Cory Jones, its authorized member**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary acts, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Given under my hand and official seal this 1st day of May, 2006.



William D. Kelly
Notary Public

My Commission Expires

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