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GEORGE E. COLE
LEGAL FORMS

No. 103 REC
February 1996

JUNIOR MORTGAGE (ILLINOIS)

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1998-12-30 11:56:06	
Cook County Recorder	23.50

Above Space for Recorder's use only

THIS AGREEMENT, made June 17, 1998, between Paul J. Kain, a bachelor

708 W. Bittersweet Place Unit#302 Chicago IL 60613
(No. And Street) (City) (State)

herein referred to as "Mortgagors," and Mary Ruth Fiorella and Neal Fiorella, husband and wife

herein referred to as "Mortgagees," witnesseth: 10 King Circle Malvern PA 19355
(No. And Street) (City) (State)

THAT WHEREAS the mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of Ten Thousand ----- 00/100DOLLARS (\$10,000.00), payable to the order and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 1st day of August, 2013. And all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint and in absence of such appointment, then at the office of the Mortgagee at 10 King Circle, Malvern, PA 19355

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the 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 CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago, COUNTY OF Cook IN STATE OF ILLINOIS, to wit:

Legal: UNIT 402 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 700 BITTERSWEET CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 25009477, IN FRACTIONAL SECTION 16, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

which, with the property herein after described, is referred to herein as the "premise,"

Permanent Real Estate Index Number (s): 14-16-304-042-1035

Address(es) of Real Estate: 708 West Bittersweet Place - Unit #402, Chicago, IL 60613

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof so long during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a party with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor

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coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

That this mortgage shall be subordinated to that of Margaret B. Kain, her heirs, assigns or successors in interest and shall constitute a junior lien under and applicable laws of Illinois. This subordination shall be effective even if this mortgage shall be recorded previously to the mortgage held by Margaret B. Kain.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, or the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.
The name of a record owner is: Paul J. Kain

This mortgage consists of two pages. The covenants, conditions and provisions thereunder are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

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

[Signature] (SEAL) _____ (SEAL)
PAUL J. KAIN

PLEASE
PRINT OR
TYPE NAME(S)
BELOW
SIGNATURES

PROFESSIONAL NATIONAL
TITLE NETWORK, INC.

State of Illinois County of COOK ss

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

PAUL J. KAIN a bachelor

personally known to me be the same person whose name is 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 official seal, this 15th day of July 1998

Commission expires 9-9-2001

This instrument was prepared by Kevin M. Brill, 175 West Jackson Blvd., Chicago, IL 60604
(Name and Address)

Mail this instrument to The Brill Law Firm, Ltd. 175 West Jackson Blvd., Suite A-1159,
(Name and Address)

Chicago Illinois 60604
(City) (State) (Zip Code)

OR RECORDER'S OFFICE BOX NO. _____

