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89-494387 DEPT 303 HOUSING
CITY OF CHICAGO

OFFICIAL BUSINESS

89494387

THIS NOTE IS SECURED
BY A JUNIOR MORTGAGE

DATE: October 5, 1989

For value received (money borrowed) I (we) hereby promise to pay the City of Chicago, a municipal corporation at 318 South Michigan Avenue or such other place as may be designated, the sum of Eight Thousand Dollars and No/100 Dollars (\$ 8,000.00)

This note is secured by a Junior mortgage bearing even date herewith to said City on real estate located in the City of Chicago, Illinois. All of the terms and conditions of said mortgage are incorporated herein.

Said note is payable as follows; upon sale or transfer of said premises this note becomes due and payable in full with zero percent (0) interest.

RECORDED
1989 OCT 10 10/10/89 11:20 AM
89-494387
COOK COUNTY RECORDER

In witness whereof we have set our hands and seals
this 5th day of October
19 89

Mrs Brenda Scurlock
Coleman Scurlock SEAL
SEAL

89494387

Box 135

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JUNIOR MORTGAGE

THE UNDERSIGNED

Of the City of Chicago, County of Cook, State of Illinois, hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to the City of Chicago a municipal corporation organized and existing under the laws of the State of Illinois, hereinafter referred to as the Mortgagee, the following real estate situated in the County of Cook in the State of Illinois, to-wit:

Lot Seven (7) in Wm. H. MxMahon's Resubdivision of Lots Eleven (11) to Eighteen (18) both inclusive all in Reid's Subdivision of the East half (1/2) of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of Section 27, Town 38 North, Range 14, East of the Third Principal Meridian.

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected hereon.

TO HAVE AND TO HOLD all of said property, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE (1) the payment of a Note bearing even date herewith executed by the Mortgagor to the Mortgagee for Eight Thousand Dollars and No/00 Dollars (\$ 8,000.00) which Note together with interest thereon as therein recited is payable upon default of the conditions hereinafter recited and not otherwise.

THE MORTGAGOR COVENANT:

(1) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed: (2) To keep said premises in good condition and repair: (3) Not to suffer or permit any unlawful use of any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act.

(2) That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor and may forbear to sue or may extend time for payment of the debt secured hereby without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured;

(3) The Mortgagee further covenants and agrees that the sum of \$ 8,000.00 advanced by the City will be used solely for the rehabilitation of the structure on the above described property and that said sum will be paid to all obligees, approved by the City, upon receipt of properly executed releases of contractors, sub-contractors, and material men claims for lien.

(4) The Mortgagor further agrees that the sum advanced by the City is in the nature of a loan cancellable upon his compliance with the following conditions, otherwise to be in full force and effect...

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- a. Upon SALE or TRANSFER of said property this Mortgage become's due and payable in full with zero (0) percent interest.
 - b. It is further provided that in the event the Mortgagor has obtained this deferred loan through false representation as to family gross income or fails to rehabilitate the premises, fails to keep said premises in good repair and condition, fails to retain occupancy as above provided, and after 30 day notice by the City fails to explain or rectify said remissions to the satisfaction of the City then the entire amount of the deferred loan shall become immediately due and payable to the City, and in the event said amount is not repaid forthwith the City may institute foreclosure proceedings.
5. That upon the commencement of any foreclosure proceeding hereunder the court in which such bill is filled may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him without regard to the solvency of the Mortgagor or the then value of said premises or whether the same shall then be occupied by the owner of the equity of redemption as a homestead appoint a receiver (who may be the Mortgagee or its agent) with power to manage and rent and to collect the rents issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption and such rents issues and profits when collected may be applied before as well as after the Sheriff's sale towards the payment of the indebtedness costs, taxes insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership or on any deficiency decree whether there be a decree therefore in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption whether there be redemption or not and until the issuance of deed in case of sale, but if no deed be issued until expiration of the statutory period during which it may be issued and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver of a receiver but may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said premises there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of 7% per annum which may be paid or incurred by or on behalf of Mortgagee for attorney's fee, outlays for exhibits attached to pleadings, documentary and expert evidence, stenographer's fee, Sheriff's fee and commissions, court costs, publication costs and costs (which may be estimated as to and include items to be expened after the entry of the decree) of procuring all such abstracts of title, title searches, examinations and reports, guaranty policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary either to prosecute such decree the true title to or value of said premises; and all amounts as aforesaid, together with interest

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5. as herein provided shall become additional indebtedness of and be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this mortgage or the note hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the defense of or intervention in any threatened or contemplated suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. In event of a foreclosure sale of said premises there shall be first paid out of the proceeds thereof all of the aforesaid items then the entire indebtedness whether due and payable by terms hereof or not, and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see the application of the purchase money.

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That each right power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred and may be enforced concurrently therewith; that no waiver by the Mortgagee or performance of any covenant herein or in said note contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that whenever the context hereof requires the masculine gender, as used herein, shall include the feminine and the singular number as used herein shall include the plural and that all rights and obligations under this mortgage shall extend to and be binding on the respective heirs, executors, administrators, and assigns of the Mortgagor and Mortgagee.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this day of

Mrs. Brenda Scurlock (SEAL) _____ (SEAL)
Coleman W. Scurlock (SEAL) _____ (SEAL)

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 Coleman W. Scurlock and Brenda M. Scurlock, his wife.

personally know to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they 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 5th day of October A.D. 1989

Notary Public Mary Etta Harris

My Commissions Expires: 3-13-90

Mary Etta Harris
Notary Public

This instrument prepared by:

MICHAEL CUNNINGHAM
DEPARTMENT OF HOUSING
318 SOUTH MICHIGAN AVE.
CHICAGO, ILLINOIS 60604

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