

# UNOFFICIAL COPY

91026052

THIS NOTE IS SECURED  
BY A JUNIOR MORTGAGE

DATE: 12/19/90

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 Fifteen Hundred and 00/100

Dollars (\$ 1,500.00)

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; \$50.00 Dollars or more on the first day of February, 19 91 and \$50.00 Dollars or more on the first day of each month thereafter until this Note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the first day of July 1, 19 93.

DEPT-09 DISC \$3.00  
145555 TRAN 3135 01/16/91 14:09:00  
6929 FILE # 91-0261052  
COOK COUNTY RECORDER

In witness whereof we have set our hands and seals this 19th day of December 19 90

Synthia Wall SEAL  
802750 Tracy SEAL  
12-19-90 SEAL

91026052

Box 135

1900

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2025-01-01

Property of Cook County Clerk's Office

2025-01-01

## JUNIOR MORTGAGE

THE UNDERSIGNED

91026052

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 27 (except the South 14 Feet thereof and all of Lot 28 in Block 2 in Matson Hills South Englewood Addition A Sub-division of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 32, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County Illinois. 8727 South Throop

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 Fifteen Hundred and 00/100

Dollars (\$ 1,500.00 ) 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 \$ 1,500.00 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 filed 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

Property

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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  
A.D.

Cynthia Hall (SEAL) X Cynthia Hall (SEAL)  
8627 South Throop St. (SEAL), 12-19-90 (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

Cynthia Hall, never married,

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 19th day of December, A.D. 19 90

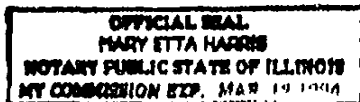
Notary Public Mary Etta Harris  
Mary Etta Harris

My Commissions Expires:

This instrument prepared by:

Mary Etta Harris  
Notary Public

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



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ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED  
DATE 11/19/01 BY 60322 UCBAW/STP

CITY OF CHICAGO  
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DEPARTMENT OF HOUSING

NOTICE OF OPPORTUNITY TO RESCIND TRANSACTION

NOTICE TO CUSTOMER REQUIRED BY FEDERAL LAWS

You have entered into a transaction on <sup>with</sup> 8-12-19-90 which may result in a lien, mortgage, or other security interest on your home. You have a legal right under federal law to cancel this transaction, if you desire to do so without any penalty or obligation within three (3) days from the above date or any later date on which all material disclosures required under the Truth in Lending Act have been given to you. If you so cancel the transaction, any lien, mortgage, or other security interest on your home arising from this transaction is automatically void. You are also entitled to receive a refund of any down payment or other consideration if you cancel. If you decide to cancel this transaction, you may do so by notifying:

The Department of Housing  
City of Chicago  
318 South Michigan Avenue  
Chicago, Illinois 60604

by mail or telegram sent not later than midnight of \_\_\_\_\_.  
You may also use any other form of written notice identifying the transaction if it is delivered to the above address not later than that time. This notice may be used for that purpose by dating and signing below.

I hereby cancel this transaction

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
date

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SEARCHED  
SERIALIZED  
INDEXED

11/15/2011

# UNOFFICIAL COPY

CITY OF CHICAGO

DEPARTMENT OF HOUSING

ACKNOWLEDGE RECEIPT OF TWO COPIES OF THIS NOTICE.

DATE X \_\_\_\_\_

WITNESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature (s) of Borrower (s)

EFFECT OF RESCISSION: When a customer exercises his right to rescind under paragraph (a) of this Section, he is not liable for any finance or other charge, and any security interest becomes void upon such a rescission. Within ten (10) days after receipt of a notice of rescission, the creditor shall return to the customer any money or property given as earnest money, down-payment, or otherwise, and shall take any action necessary or appropriate to reflect the termination of any security interest created under the transaction. If the creditor has delivered any property to the customer, the customer may retain possession of it. Upon the performance of the creditor's obligations under this section, the customer shall tender the property to the creditor, except that if return of the property in kind would be impracticable or inequitable, the customer shall tender its reasonable value. Tender shall be made at the location of the property or at the residence of the customer, at the option of the customer. If the Creditor does not take possession of the property within ten (10) days after tender by the customer, ownership of the property vests in the customer without obligation on his part to pay for it.

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SINGLE FAMILY LOAN PROGRAM  
TRUTH IN LENDING DISCLOSURE STATEMENT

AMOUNT FINANCED: FINANCE CHARGES ANNUAL PERCENTAGE RATE:  
\$ 1,500.00 Interest \$ -0- -0- %

TOTAL OF PAYMENTS DUE DATES AND PAYMENTS LATE PAYMENT CHARGE  
\$ 30.00 1st. 2/1/91 4% per calendar month and  
(Date) amounts unpaid for 1 month  
\$ 50.00 (Date) or more after their due  
Payable in 50 Final 7/2/93 date.  
consecutive monthly (Date)  
payments. \$ \_\_\_\_\_, or balance

APPRAISAL FEE ..... \$ -0-

SECURED LOANS (Complete only if loan is secured)

1. Loan is secured by Mortgage (or Deed of Trust) of even date covering property at:  
Jr. Mortgage  
8727 South Throop  
(Address, including zip code)  
Mortgage (or Deed of Trust) will secure future or other indebtedness and will cover after-acquired property. Copy of Mortgage (or Deed of Trust) will be furnished Borrower as promptly as practicable.

2. PROPERTY INSURANCE, if required in connection with this loan, may be obtained by Borrower through any person of choice. No insurance is obtainable through Creditor. The Amount Financed includes... \$ N/A

3. ESCROW AMOUNT  
Monthly provision for TAXES INSURANCE, etc. (subject to future changes as necessary.) \$ N/A

4. MORTGAGE CLOSING COSTS  
Title report, title insurance, or abstract company fee..... \$ N/A  
Recording fees..... \$ N/A  
Transfer taxes..... \$ N/A  
Notary and misc. .... \$ N/A

CREDITORS: CITY OF CHICAGO  
DEPARTMENT OF HOUSING

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT

91036052

12-19-90  
(Date)

Mary Etta Harris/Keller  
(Witness)

x Cynthia Ball 12-19-90

x 8627 J. Johnson  
(Signature of Borrower (s))

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