

JUNIOR MORTGAGE

THIS INDENTURE, WITNESSETH, that JORGE W. CARDENAS and NORMA Y. CARDENAS (hereinafter called the "Mortgagors"), of the City of Chicago, County of Cook, State of Illinois, for and in consideration of the sum of <sup>Three hundred thirty three</sup> Thirty seven thousand three hundred thirty three and 72/100 (\$37,333.72) in hand paid, convey and warrant to SUBHASH C. SALUJA (hereinafter called the "Mortgagee"), of the City of Chicago, County of Cook, State of Illinois, and to his assigns, heirs and successors in interest, for the purpose of securing performance of the Note bearing even date herewith and the covenants and agreements herein, the following described real estate, with the improvements thereon, including air heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, commonly known as 6425 North Seeley, situated in the City of Chicago, County of Cook, State of Illinois, and legally described as follows:

LOT 23 IN BLOCK 1 IN DEVON-WESTERN ADDITION TO ROGERS PARK, A SUBDIVISION OF LOTS 1-24 INCLUSIVE IN FABER'S SUBDIVISION OF THE SOUTH 6 CHAINS OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

94722967

P.I.N.: 11-31-319-013-0000  
 Volume: 506

: DEPT-01 RECORDING \$25.00  
 : T07777 TRAN 6463 08/15/94 15:12:00  
 : 08610 DW #--94--722967  
 : COOK COUNTY RECORDER

Hereby releasing and waiving all rights under and by virtue of the homestead exemptions laws of the State of Illinois.

WHEREAS, the Mortgagors, JORGE W. CARDENAS and NORMA Y. CARDENAS, justly indebted for Thirty seven thousand three hundred thirty three and 72/100 (\$37,333.72) payable upon demand to SUBHASH C. SALUJA, his assigns, or any individual or entity with legal authority to make such demand on behalf of SUBHASH C. SALUJA, but in no event later than January 1, 1998, shall make all payments in accordance with the provisions of the Note of even date herewith which is secured by this Junior Mortgage. Such payments shall be made at such place as the Mortgagee may from time to time, in writing, appoint and in the absence of such appointment, at 5445 North Sheridan Road, Apartment 3812, Chicago, Illinois 60640.

The Mortgagors covenant and agree as follows: (1) to pay said indebtedness, and the interest thereon, as herein and in said Note provided, or according to any agreement extending time of payment; (2) to pay in each year, all taxes and assessments against said premises and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered.

Handwritten signature or initials.

# UNOFFICIAL COPY

In the event of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and all earned interest, shall at the option of the Mortgagee thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at eighteen percent (18%) per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

It is agreed by the Mortgagors that all expenses and disbursements paid or incurred on behalf of Mortgagee in connection with the foreclosure hereof, including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, costs of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree, shall be paid by the Mortgagors, and the expenses and disbursements, occasioned by any suit or proceeding wherein the Mortgagee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Mortgagors. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Mortgagors and their heirs, executors, administrators and assigns waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any Complaint to foreclose this JUNIOR MORTGAGE, the Court in which such Complaint is filed, may at once and without notice to the Mortgagors, or to any party claiming under the Mortgagors, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

This Mortgage has been prepared as duplicate originals and may be signed in counter-parts by the parties hereto.

THIS JUNIOR MORTGAGE is expressly made subordinate to the following Mortgages securing the following indebtedness: Mortgage dated March 28, 1985 and recorded April 3, 1985 with the Cook County Recorder of Deeds as Document No. 27498828 made by Mortgagors and Myriam Cardeñas, Washington Cardeñas and Leonor Cardeñas to Fleet Mortgage Corporation securing a note in the principal sum of \$84,500.00; Trust Deed dated November 17, 1990 and recorded May 17, 1993 as Document No. 93366661 securing an Installment Note in the principal sum of \$15,000 made by Mortgagors to Mortgagee; Junior Mortgage dated December 31, 1993 made by Mortgagors to Mortgagee securing a Demand Note in the principal sum of \$68,527.00 and recorded January 3, 1994 with the Cook County Recorder of Deeds as Document No. 94002628; and Junior Mortgage dated January 2, 1994 made by Mortgagors to Mortgagee securing a Demand Note in the principal sum of \$71,583.00 and recorded April 5, 1994 with the Cook County Recorder of Deeds as Document No. 94301689.

# UNOFFICIAL COPY

WITNESS the hand and seal of the Mortgagors this 12<sup>th</sup> day of August, 1994.

Jorge Cardenas  
JORGE CARDENAS

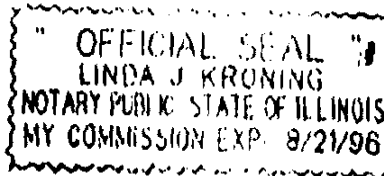
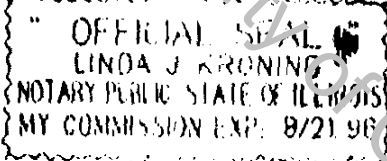
Norma Cardenas  
NORMA CARDENAS

SUBSCRIBED and SWORN to before me this 12<sup>th</sup> day of August, 1994

SUBSCRIBED and SWORN to before me this 12<sup>th</sup> day of August, 1994

Linda J. Kroning  
NOTARY PUBLIC

Linda J. Kroning  
NOTARY PUBLIC



THIS INSTRUMENT WAS PREPARED BY:

Linda J. Kroning  
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FILES DISCOVERED

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