## **UNOFFICIAL COPY**

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## 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 Seventy One Thousand Five Hundred Eighty Three (\$71,583.00) Dollars, in hand paid, conveys and warrants 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 all heating, airconditioning, gas and plumbing apparatus and fixture, and everything appurtenant thereto, together will all rents, issues and profits of said premises, commonly known as 6425 North Seeley, situated on the City of Chicago, County of Cook, State of Illinois, and legally described as follows:

LOT 23 IN BLOCK : 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, TOWNSTIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, DELLLINGIBEDING

PIN 11-31-319-013-0000

volume 506

T43333 TRAH 6640 (4/05/94 14148100 41778 ; E.B. #-94-301689 COOK COUNTY RECORDER

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

Whereas, the Mortgagor, JORGE W. CARDENAS and NORMA Y. CARDENAS, justly indebted upon a Seventy One Phousand Five Hundred Eighty Three (\$71,583.00) Dollars, payable upon demand by SUBHASH C. SALUJA, his assigns, or any individual or entity with legal authority to make such demand on behalf of SUBHASH C. SALUJA, 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, 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 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.

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In the event of a beach of any of the aforesaid covenants or agreements the whole or said indebtedness, including principal and all earned interest, shall at the option of the mortgages thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at seven per cent 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.

is agreed by the Mortgagors that all expenses and disbursements paid or incurred on behalf of Mortgages 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 Mortgagor, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indeptedness, 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 decres 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 feet have been paid. The Mortgagors and the heirs, executors, administracors and assigns of the Mortgagors waives 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 forecipes 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 possission 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 part by the parties hereto.

January , 1994	of the Mortgagors this 273 day of
JORGE W. CARDENAS	NORMA Y. CARDENAS
Jorge Cardenas Subscribed and Sworn to before me this	Norma Cardenas Subscribed and Sworn to before me thisday of, 19
Notary Publican SEAL"	Notary Public

Notary Public, State of Illinois My Commission Expires July 14, 1996 943(1683

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