

# UNOFFICIAL COPY

95093667

## JUNIOR MORTGAGE

\* A/K/A ANGELIS S. KOUZIOS

THIS INDENTURE, WITNESSETH, That ANGELOS KOUZIOS (hereinafter called the Mortgagor) of the City of Chicago, County of Cook, State of Illinois for and in consideration of the sum of **Fifteen Thousand and Zero Hundredths Dollars (\$15,000.00)**, in hand paid, conveys and warrants to PROMILA NAYYAR (hereinafter called the mortgagee) of the City of Lincolnwood, 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, 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 7700 S. Knox Avenue, situated in the City of Chicago, County of Cook, State of Illinois, and legally described as follows:

LOT 1 AND THE NORTH 4 FEET 8 INCHES OF LOT 2 IN BLOCK 10, IN FRANK A. MULHOLLAND'S 79TH STREET CICERO AND CRAWFORD AVENUE DEVELOPMENT, A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1928, AS DOCUMENT NUMBER 10,079,413, IN COOK COUNTY, ILLINOIS.

PIN 19-27-311-037-0000

DEPT-01 RECORDING \$23.50  
 T#0011 TRAN 5638 02/08/95 15:10:00  
 #8671 #RV #-95-093667  
 COOK COUNTY RECORDER

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

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Whereas, the Mortgagor, ANGELOS KOUZIOS is fully indebted upon a fifteen thousand and zero/hundredths dollars (\$15,000.00) note payable upon demand by PROMILA NAYYAR, her assigns, or any individual note or entity with legal authority to make such demand on behalf of PROMILA NAYYAR, 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 3809 W. Touhy Avenue, Lincolnwood, Illinois 60645.

The Mortgagor covenants and agrees 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.

1st AMERICAN TITLE order # C81439

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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 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.

It is agreed by the Mortgagor 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 Mortgagor, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Mortgagor. 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 Mortgagor and the heirs, executors, administrators and assigns of the Mortgagor 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 foreclose this JUNIOR MORTGAGE, the Court in which such complaint is filed, may at once and without notice to the Mortgagor, or to any party claiming under the Mortgagor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

433656

Witness the hand and seal of the Mortgagor this 16<sup>th</sup> day of February, 1995.

ANGELOS S. Kouziou  
ANGELOS KOUZIOS A/K/A ANGELIS S. KOUZIOS



Subscribed and Sworn to before me this 16<sup>th</sup> day of February, 1995.  
  
Notary Public

Prepared By + Mailed to  
Ed Cohen  
33 N LaSalle # 3000  
Chicago IL 60602

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