

# UNOFFICIAL COPY

**JUNIOR MORTGAGE**  
Form 2510  
Perfection Legal Forms, Rockford, IL 61101

**99854398**

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**1999-09-09 10:42:24**  
Cook County Recorder 25.50



**THIS INDENTURE WITNESSETH,**

That the Mortgagor,  
Ozzie E. Durrett,  
884 Woodstock Road  
Olympia Fields, IL 60461  
of the \_\_\_\_\_  
County of Cook

and State of Illinois

**Mortgages and Warrant to** \_\_\_\_\_  
The Law Offices of  
Grant Eckhoff, P.C.  
600 W. Roosevelt Rd.

**THE ABOVE SPACE FOR RECORDER'S USE ONLY**

of the City of Wheaton County of DuPage and State of  
DuPage to secure the payment of \$10,000.00

promissory note bearing even date herewith, payable to the order of The Law Offices of Grant Eckhoff, P.C.

**the Following Described Real Estate, to-wit:**

Lots 19 and 20 in Block 1 in "Fernwood Manor", being William A. Bond and Company's Subdivision of the East 9 acres of the North half of the Northeast Quarter of the Northeast Quarter of Section 17, also that part of the West half of the East 18 acres of the North half of the Northeast Quarter of the Northeast Quarter of said Section 17, lying East of the West line South Peoria Street, produced all in Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 10339 S. Green Street, Chicago, Illinois  
P.I.N. 25-17-207-018

(OVER)

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situated in the County of Cook and State of Illinois, together with all rents, issues and profits thereof, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all right to retain possession of said premises after any default in payments or breach of any of the covenants or agreements herein contained.

This mortgage is subject to the prior lien of a Real Estate Property Taxes for 1998 and 1997

AND THE SAID MORTGAGOR S and agree S with the said Mortgagee to pay promptly when due all valid taxes and assess ments accruing or levied on said premises before they become delinquent and all liens on said premises including all installments of interest and principal on said prior lien    as they mature, and to keep the buildings upon said premises insured against fire, lightning and windstorms, until said note    with interest    is fully paid, for a sum of not less than Ten Thousand Dollars in such insurance companies as the said Mortgagee shall approve (PROVIDED, however, that if the policies of such insurance contain any condition or provision as to co-insurance, the buildings shall be kept insured for a sufficient amount to comply with such co-insurance condition), and such policies shall provide that loss, if any, shall be payable first to the owner of said prior lien and then to the owner of the debt secured by this mortgage, as their respective interests may appear, and the policies shall be delivered to and held by the owner of said prior lien    during the period of such lien    and thereafter they shall be delivered to and held by the owner of the debt secured by this mortgage during the period of the lien hereby created; and the mortgagor    covenant    and agree    with the mortgagee    to keep the buildings and improvements on said premises in good repair during the lien of this mortgage; and in case of refusal or neglect of the said mortgagor    to keep said premises so insured, or to pay such taxes, assessments and liens, including installments of interest and principal due on said prior lien    as they mature and keep the buildings and improvements on said premises in good repair, the owner of the note    secured by this mortgage may procure and pay for such insurance and pay such taxes, assessments and liens and money due on said prior lien    and all money so paid with interest thereon at the rate of 10% percent per annum, shall become so much additional indebtedness against the said mortgagor    and secured by this mortgage, and may be paid out of the proceeds of any sale of said lands and premises under and by virtue of this mortgage.

BUT IT IS EXPRESSLY PROVIDED AND AGREED that if default be made in the payment of said promissory note   , or any part thereof, or the interest thereon, or any part thereof, at the time and in the manner above specified for the payment thereof or in case of waste, or non-payment of taxes or assessments, or money due upon any prior lien    on said premises, or of a breach of any of the covenants or agreements herein contained, then and in such case the whole of the principal sum and interest secured by this mortgage, shall thereupon, at the option of said mortgagee Donald E. Kelly, Jr. heirs, executors, administrators, attorneys, successors or assigns, become immediately due and payable and this mortgage may be immediately foreclosed to pay the same by said mortgagee Donald E. Kelly, Jr. heirs, executors, administrators, attorneys, successors or assigns, and it shall be lawful for the said mortgagee Donald E. Kelly, Jr. heirs, executors, administrators, attorneys, successors or assigns to enter into and upon the premises hereby granted, or any part thereof, and to collect and receive all rents, issues and profits thereof.

UPON THE FILING OF ANY BILL to foreclosure this mortgage in any Court having jurisdiction thereof, such Court may appoint any person receiver with power to collect the rents, issues and profits arising out of said premises during the pendency of such foreclosure suit, and until the time to redeem the same from any sale that may be made under any decree foreclosing this mortgage shall expire; provided, however, that in case of redemption from sale, such rents, issues and profits, when collected, may be applied toward the payment of the indebtedness and costs herein mentioned and described. And the Mortgagor    covenant    and agree    to deliver up possession of said premises to any receiver that may be so appointed by the Court, peaceably on demand. And in case a complaint or counter claim is filed to foreclose this mortgage, or if the owner of the note    secured hereby, finds it necessary to protect his rights herein in any court proceeding, the mortgagor    covenant    and agree    to pay reasonable Solicitor's fees and all costs and expenses incurred in and about such suit or suits including the expense of an examination of the records, or of writing up the abstract of title and the same are hereby made a lien upon said premises and may be recovered and entered upon in the decree of foreclosure and collected in the same manner as the other money secured by this mortgage.

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JUNIOR MORTGAGE FORM 2510

99854398



Mail to:  
Grant Eckhoff  
600 W. Roosevelt Rd  
B-2  
Wheaton, IL  
60187

Property of Cook County Clerk's Office

Dated this 16 day of JUNE, A.D. 19 99

Ozzie E. Durrett  
Ozzie E. Durrett

STATE OF ILLINOIS,  
DuPage County, } ss

I, Helen L. Kosarek a Notary Public in and for the said County, and the State of Illinois, DO HEREBY CERTIFY, that Ozzie E. Durrett

personally known to me to be the same person whose name is subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that he 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 16 day of June, A.D. 19 99

OFFICIAL SEAL  
HELEN L KOSAREK  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES:04/18/01

Helen L Kosarek (SEAL)  
Notary Public.