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1999-09-23 12:17:23  
Cook County Recorder 23.50

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MERCURY TITLE COMPANY, LLC.  
MERCURY TITLE COMPANY, LLC.  
3666  
MAIL TO



99901836

PREPARED BY &  
MAIL TO:  
PETER MORRIS INC.  
3473 S KING DRIVE #479  
CHICAGO, IL 60616

MORTGAGE

\*\*THIS JUNIOR MORTGAG IS SUBJECT AND SUBORDINATE TO THE FIRST MORTGAGE DATED SEPTEMBER 10, 1999 AND RECORDED AS DOCUMENT NUMBER 99901835 TO THE MORTGAGEE SECURE A NOTE IN THE AMOUNT OF \$179,910.00\*\*

Peter Morris, Inc.  
3473 S. King Drive #479  
Chicago, IL 60616

of the County of Cook State of Illinois  
MORTGAGES and WARRANTS to MORTGAGOR:

Milton L. Driver III MARRIED TO SYDNEY DRIVER

of the County of Cook, State of Illinois to secure the payment of a certain promissory note executed by the mortgagor for \$9,750 bearing even date herewith payable to the order of mortgagee, the following real estate, to wit:

LOT 24 IN LANCASTER ESTATE SUBDIVISION OF BLOCK 1 (EXCEPT THAT PART OF THE NORTH 298.30 FEET LYING EAST OF THE ~~WEST~~ EAST LINE OF CALUMET AVENUE) IN SPRINGER AND LANCASTER'S SUBDIVISION OF THE EAST 3/4 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 17-34-326-028-0000  
Address: 3814 S. Calumet Chicago, IL 60653

If default be made in the payment of the 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 the case of waste or nonpayment of taxes or assessments on said premises, or of a breach of any covenants or agreements contained, then and in such case the whole of said principal sum and interest, secured by the said promissory note in this mortgage mentioned, shall thereupon, at the option of the said mortgagee, Milton L. Driver III, his heirs, executors, administrators, attorneys or assigns, become immediately due and payable: and her mortgage may be immediately foreclosed to pay the same by said mortgagee, her heirs, executors, administrators attorneys or assigns, to enter into and upon the premises hereby granted, or, in any part thereof, and to receive and collect all rents, issues and profits thereof.

If any provision of this mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or the remaining provisions of this mortgage.

Dated this 10 day of Sept., 1999

*Milton L. Driver III*  
Milton L. Driver III

*Sydney Driver*  
\*SYDNEY DRIVER

\*\*AND SYDNEY DRIVER, HIS WIFE

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in the state aforesaid, DO HEREBY CERTIFY that Milton L. Driver III ~~has~~ <sup>they</sup> appeared before me this day in person and acknowledged that ~~he~~ <sup>they</sup> signed, sealed and delivered the said instrument as ~~his~~ <sup>their</sup> free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the rights of homestead.

Subscribed and sworn to before me this 10th day of September 1999

*Kathleen S. Salemi*

I, \_\_\_\_\_, sign this document for the sole purpose of effecting a release of any homestead interest.

