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99952510

GEORGE E. COLE®  
LEGAL FORMS

SECOND Mortgage

No. 1100  
November 1994

MORTGAGE-STATUTORY FORM  
(ILLINOIS)

8236/0154 10 001 Page 1 of 5  
1999-10-08 11:18:58  
Cook County Recorder 29.50



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4253004

THE MORTGAGORS MARC WASHINGTON AND SHARUNA WASHINGTON, HIS WIFE  
of the VILLAGE OF MATTESON in the County of COOK and State of ILLINOIS, Mortgage  
and Warrant 2 to SHIRLEY PERRY JOHNSON

of the VILLAGE OF MATTESON County of COOK and State of ILLINOIS

to secure the payment of A certain promissory note, executed by the mortgagor 2, bearing even date herewith, payable to the order of SHIRLEY PERRY JOHNSON

the following described real estate, to-wit:

See attached

GIT

Above Space for Recorder's Use Only

5  
CE.

situated in the County of Cook, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

Permanent Real Estate Index Number(s): 31-17-216-033-0000

Address(es) of real estate: 49 CHOUVENET ROAD, MATTESON, ILLINOIS

Dated this 30th day of SEPTEMBER, 1999

Marc Washington (SEAL)  
MARC WASHINGTON

Shauna Washington (SEAL)  
SHAUNA WASHINGTON

Please print or type name(s) below signatures

(SEAL)

(SEAL)

This instrument was prepared by LARRY S. WATSON, Attorney at Law, #1200, Alton, IL 60601  
(Name and Address)

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STATE OF Illinois

SS.

COUNTY OF Cook

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MARC WASHINGTON & SHARON WASHINGTON, His Wife

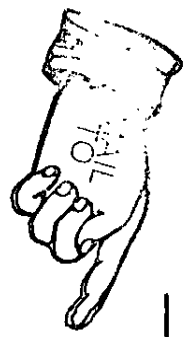
personally known to me to be the same persons whose names ARE subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY signed, sealed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 30th day of SEPTEMBER, 1999.

Impress Seal Here

Margaret L Friefeld  
Notary Public

Commission Expires 10-9-02



Box \_\_\_\_\_

**Real Estate Mortgage**  
Statutory Form.

TO

99952510

Prepared by:  
MAIL TO: Harry J. Pappalardo  
221 N. La Salle Street  
Chicago, IL 60601

GEORGE E. COLE'S  
LEGAL FORMS

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LOT 311 IN WOODGATE GREEN UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 17 AND PART OF THE NORTHWEST 1/4 OF SECTION 16, ALL IN TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED OCTOBER 13, 1972 AS DOCUMENT NUMBER 22085598, IN COOK COUNTY, ILLINOIS.

31-17-21e-033

Property of Cook County Clerk's Office

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## PROMISSORY NOTE

\$6,600.00

Date: 9/30/1999

Marc Washington and Shauna Washington, the ("Promisor") promises to pay to the order of Shirley Johnson (the "Payee"), at P.O. Box 773 Matteson, IL 60443 or at such other place as the Payee may direct in writing) the sum of \$6,600.00 with interest from 11/1/1999, on the unpaid principal at the rate of SEVEN (7.0) percent per annum. Unpaid principal after the Due Date shown below shall accrue interest at the rate of SEVEN (7.0) percent per annum until paid.

The unpaid principal and accrued interest shall be payable in monthly installments of 101.89 payable on the 1<sup>st</sup> of each month, beginning on 11/1/1999, and continuing until 10/31/2002 (the "Due Date"), at which time the remaining unpaid principal and interest shall be due in full. All payments on the note shall be applied first in payment of accrued interest and any remainder in payment of principal.

The Promisor promises to pay a late charge of FIVE PERCENT (5.0%) for each installment that remains more than TEN (10) days unpaid after its due date. This late charge shall be paid as liquidated damages in lieu of actual damages, and not as a penalty.

If any installment is not paid when due, the remaining unpaid balance and accrued interest shall become due immediately at the option of the Payee.

The Promisor waives presentation for payment, protest, and notice of protest and nonpayment of this Note.

If the Note is not paid by the Due Date, or if an installment is not paid when due, the Promisor promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

The Promisor reserves the right to repay this Note prior to the Due Date with no prepayment penalty by making payment in full of the then remaining unpaid principal and accrued interest.

If any of the following events of default occur, this note and any other obligations of the Promisor to the Payee, shall become due immediately, without demand or notice: 1) failure of the Promisor to pay the principal and any accrued interest in full on or before the Due Date; 2) death of the Promisor(s) or Payee(s); 3) filing of a voluntary

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bankruptcy by the Promisor or an involuntary bankruptcy against the Promisor; 4) application for the appointment of a receiver for, making of a general assignment for the benefit of creditors by, or insolvency of Promisor; 5) misrepresentation by the Promisor to the Payee for the purpose of obtaining or extending credit; 6) sale, transfer, assignment, or any other disposition of any assets pledged as security for the payment of this Note; or 7) the occurrence of any default in any security agreement which assures this Note.

Promisor promises to provide such financial information to Payee as Payee may request periodically.

This Note is secured by a 2<sup>ND</sup> POSITION MORTGAGE, dated 9/30/1999. The Payee is not required to rely on the above security for the payment of the Note in the case of default, but may proceed directly against the Promisor.

No renewal or extension of this Note, delay in enforcing any right of Payee under this Note, or assignment by Payee of this Note shall affect the liability of the Promisor. All rights of the Payee under this Note are cumulative and may be exercised concurrently or consecutively at the Payee's option.

This Note shall be construed in accordance with the laws of the State of ILLINOIS.

If any one or more of the provisions of this Note are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operational.

All payments of principal and interest on this Note shall be paid in the legal currency of the United States.

Executed this 30<sup>TH</sup> day of Sept, at CHICAGO.

By: Marc Washington payor (borrower) Shauna Washington payor (borrower)  
Marc Washington and Shauna Washington

For value received, the above Note is assigned and transferred to \_\_\_\_\_ ("Assignee")  
of \_\_\_\_\_  
(City) (State)