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2000-11-06 14:49:39

Cook County Recorder 51.50



00872877

2ND MORTGAGE

PROFESSIONAL NATIONAL  
TITLE NETWORK, INC

Property: 2728 West 84th Place  
Chicago, Illinois 60652

PIN# 19-36-407-054

The East 1 foot of lot 40, lot 41 and lot 42 (except the East 36 feet thereof) in Harry M. Quinn Memorial Addition to Beverly Unit #1, a subdivision of part of the West 1/2 of the Southeast 1/4 of Section 36.. Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County Illinois.

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## Trust Deed Second Mortgage Form (Illinois)

**THIS INDENTURE, WITNESSETH, that GERALDINE BLACK, (hereinafter referred to as the Mortgagor, of 724 Indian, Glenview, Cook County, and State of Illinois, for and in consideration of the sum of \$30,000 in hand paid, CONVEYS AND WARRANTS to THE NORTHERN ILLINOIS CONFERENCE OF THE UNITED METHODIST CHURCH, an Illinois not-for-profit corporation, (hereinafter referred to as the Mortgagee), of 8765 West Higgins Road, Suite 650, Chicago, 60631 County of Cook, and State of Illinois, to-wit:**

### INSERT LEGAL DESCRIPTION

**FOR RECORDER'S INDEX PURPOSES, INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE: 2728 W 84<sup>th</sup> Place, Chicago, IL 60652**

Permanent Index Number:

IN TRUST, nevertheless, for the purposes of securing performance of the covenants and agreements herein.

Whereas, the Mortgagor hereby represents and declares that he has acquired title to, and does now hold the premises legally described above, and that said premises will be held, kept, and maintained as his place of residence as an employee of the Mortgagee, subject to the Book of Discipline of the United Methodist Church, and the usage, ministerial appointments, and/or employment agreement of or with said Mortgagee as from time to time authorized and declared by the Mortgagee; and

Whereas, The Mortgagor, justly indebted by principal promissory note bearing even date herewith, payable in full, with interest as provided in the note, upon the occurrence of the first of these conditions: 1) Within ninety (90) days of date mortgagor ceases to be an employee of the Mortgagee; or 2) Upon the date the Mortgagor transfers or assigns the premises legally described above or any part thereof without the prior written consent of the Mortgagee; or 3) August 31, 2008.

### THIS MORTGAGE IS A SECOND MORTGAGE

And is subordinate and inferior to that certain mortgage or trust note created by Mortgagor and The Northern Illinois Conference of the United Methodist Church and dated on or about August 31, 2000 and recorded with the Cook County Recorder.

THE MORTGAGOR covenants and agrees as follows: (1) TO pay said indebtedness, and the interests thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay on or prior to the due date 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;

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(4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the Mortgagee herein, who is authorized to place such insurance in companies acceptable to holder of the first mortgagee indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagees or Trustees until the indebtedness is fully paid; (6) to pay all prior encumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of a failure so to insure, or pay taxes or assessments, or the prior encumbrances or the interest thereon when due, the Mortgagee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior encumbrances and the interest thereon from time to time; and all money so paid, the Mortgagor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at eight per cent per annum shall be so much additional indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time to time of such breach at eight 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 in behalf of plaintiff in connection with the foreclosure hereof—including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost 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 Mortgagee 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 released hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees have been paid. The Mortgagor for the Mortgagor and for 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 Trust Deed, 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.

Witness the hand and seal of the Mortgagor, this 31 Day of AUG, 2000

*Geraldine Johnson - Black*

(Seal)

Geraldine Black, Mortgagor

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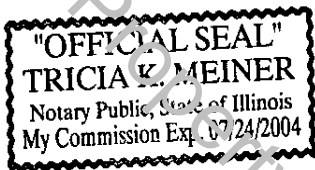
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*County of Cook*

**STATE OF ILLINOIS )**

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Geraldine Black, 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 official seal, this 31 day of Aug, 2000



*Tricia Meiner*

**Notary Public**

My commission expires \_\_\_\_\_

THIS INSTRUMENT PREPARED BY: Rodney W. Osborne, EKROTH & OSBORNE, LTD. 15 Salt Creek Lane, Suite 122, Hinsdale, Illinois 60521

MAIL RECORDED MORTGAGE TO:

SEND SUBSEQUENT TAX BILLS TO:

Lonnie Chafin

Geraldine Black

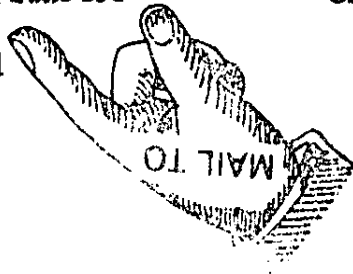
Northern Illinois Conference

2728 W 84<sup>th</sup> Place,

8765 Higgins Rd., Suite 650

Chicago, Illinois 60652

Chicago, IL 60631



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