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Cook County Recorder 41.50



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JUNIOR MORTGAGE

THIS INDENTURE WITNESSES: that the undersigned, **HEATHER L. BENOIT** of Orland Park, Cook County, Illinois, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to **JAMES F. FILIPEK**, of Kankakee, Illinois, hereinafter referred to as the "Mortgagee", the following real estate, situated in Cook County, Illinois legally described on Exhibit "A" attached hereto.

TOGETHER with all the buildings and improvements now or hereafter erected thereon, including all gas and electric fixtures, plumbing apparatus, motors, boilers, furnaces, ranges, refrigerators and all apparatus and fixtures of every kind, whether used for the purpose of supplying or distributing heat, refrigeration, light, water, air, power or otherwise, now in or which are hereby assigned, transferred and set over unto the Mortgagee, whether now due or which may hereafter become due under or by virtue of any lease whether written or verbal, or any agreement for the use or occupancy of said property, or any part or parts thereof, which may be heretofore, or may be hereafter made or agreed to, or which may be made and agreed to by the Mortgagee

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under the power herein granted to it; it being the intention hereby to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right on the part of the Mortgagee to collect all of said avails, rents, issues and profits arising or accruing at any time hereafter and all now due or that may hereafter exist for said premises, and to use such measures, legal or equitable, as in its discretion maybe deemed proper or necessary to enforce the payment or security of such avails, rents, issues and profits, or to secure and maintain possession of said premises, or any portion thereof, and to fill any and all vacancies and to rent, lease or let any portion of said premises to any party or parties, at its discretion, with power to use and apply said avails, issues and profits to the payment of all expenses, care and management of said premises, including taxes and assessments and to the payment of any indebtedness secured hereby or incurred hereunder.

TO HAVE AND TO HOLD the said property, with said appurtenances, apparatus and fixtures, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of Illinois, which said rights and benefits the said Mortgager does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee in the principal sum of THIRTY-EIGHT THOUSAND, FIVE HUNDRED AND 00/100 DOLLARS (\$38,500.00), together with interest thereon as provided by a Secured Promissory Note of

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even date hereof made by the Mortgagor in favor of the Mortgagee evidencing said indebtedness, as provided in the Note herein mentioned. Also to secure any additional advances made by the Mortgagee to the Mortgagor, his heirs or assigns at any time while this Mortgage is in force. And to secure the performance of the Mortgagor's covenants herein contained.

A. THE MORTGAGOR COVENANTS

(1) To either pay immediately when due and payable all general taxes, special assessments and other taxes levied or assessed upon said property or any part thereof and to promptly deliver receipts therefor to the Mortgagee upon demand; or pay such items in accordance with the terms of the note of even date herewith; (2) To keep the improvements now or hereafter upon said premises insured against damage by fire, windstorm and such other hazards or liability as the Mortgagee may require to be insured against, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause making them payable to the Mortgagee, and in case of foreclosure sale payable to the owner of the certificate of sale; and in case of loss, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims under such policies, and the Mortgagor agrees to sign, upon demand, all

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receipts, vouchers and releases required of him by the insurance companies; the Mortgagee is authorized in its discretion to apply the proceeds of any such insurance to the discharge of any obligation insured against, to a restoration of the property or to the discharge of any obligation insured against, to a restoration of the property or to the indebtedness of the Mortgagor and any application to the indebtedness shall not relieve the Mortgagor from making payments as provided in the Note secured hereby; (3) Not to commit or suffer any waste of such property, and to maintain the same in good condition and repair; (4) To promptly pay all bills for such repairs, improvements, future construction and all other expenses incident to the ownership of said property in order that no lien of mechanics or materialmen shall attach to said property; (5) Not to suffer or permit any unlawful use of or any nuisance to exist upon said property; (6) Not to diminish or impair the value of said property or the security intended to be affected by virtue of this Mortgage by any act or omission to act; (7) To appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which it may be made a party defendant by reason of this Mortgage; (8) Not to suffer or permit without the written permission or consent of the Mortgagee being first had and obtained (a) any use of said property for a purpose other than that of a single family residence; (b) any alterations,

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additions to, demolition or removal of any of the improvements, apparatus, fixtures or equipment now or hereafter upon said property.

B. THE MORTGAGOR FURTHER COVENANTS:

(1) That in case of the failure to perform any of its covenants herein, the Mortgagee may do on their behalf everything so covenanted; that said Mortgagee may also do any act it may deem necessary to protect the lien of this Mortgage; and that Mortgagor will immediately repay any monies paid or disbursed by the Mortgagee for any of the above purposes, and such monies together with interest thereon at twelve percent (12%) per annum shall become so much additional indebtedness secured by this Mortgage and may be included in any decree foreclosing this Mortgage and be paid out of the rents or proceeds of the sale of said premises, if not otherwise paid by the Mortgagor; that or shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing monies in that behalf as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any monies for any purpose nor to do any act hereunder; that the Mortgagee shall not incur personal liability because of anything it may do or omit to do hereunder;

(2) That it is the intent hereof to secure payment of said Note whether the entire amount shall have been advanced to the Mortgagor at the date, or having been advanced, shall have been

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repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the amount named in said Note plus any amount or amounts that may be added to the mortgage indebtedness under the terms hereof;

(3) That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this Mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forebear to sue or may extend time for payment of the debt secured hereby without discharging or any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured;

(4) That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said Note or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if his property be placed under control of or in custody of any court, then Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice, all sums secured hereby immediately due and payable, whether or not

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such default be remedied by the Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this Mortgage;

(5) That upon the commencement of any foreclosure proceeding hereunder, the court in such bill is filed may, at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents issues and profits, when collected, may be applied before as well as after the master's sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses such receivership; and upon foreclosure and sale of said premises there shall be first paid out of the proceeds of such sale a reasonable sum for attorney's or solicitor's fees, and also all expenses of advertising, selling and conveying said premises, and all monies advanced for insurance, taxes or other liens or assessments, outlays for documentary evidence, stenographers' charges, all court costs, master's fees, and costs of procuring or completing an abstract of title or guarantee policy showing the

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whole title to said premises, and including the foreclosure decree and the Master's Certificate of Sale; then to pay the principal indebtedness whether due thereon up to the time of such sale, rendering the overplus, if any, unto the Mortgagor, and it shall not be the duty of the purchaser to see to the application of the purchase money; and in case of payment of said indebtedness, after the filing of any bill to foreclose this Mortgage, and prior to the entry of a decree of sale, a reasonable sum for legal services rendered to the time of such payment shall be allowed as solicitors' fees, which together with any sum paid for continuation of abstract, court costs, and stenographers' charges and expenses of such proceeding shall be additional indebtedness hereby secured;

(6) That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred and may be enforced concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine, and the singular number, as used herein, shall include the plural; that all rights and obligations under this Mortgage shall extend to and be binding on the respective heirs, executors, administrators,

successors and assigns of the Mortgagor and the Mortgagee.

(7) If the Mortgagors hereunder convey, assign, or transfer their interest in said described real estate, then at the option of the Mortgagee the entire unpaid balance due on their encumbrance shall become due and payable immediately without notice.

(8) This Mortgage is junior and subordinate to the first mortgage held by Homestar Bank as Mortgagee of even date hereof in the original principal amount of one hundred eight thousand and 00/100 (\$108,000.00) and shall be subordinate limited to the original principal amount of First Mortgage.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 20th day of December, 2001.

BY: Heather L. Benoit
HEATHER L. BENOIT

Property of Cook County Clerk's Office

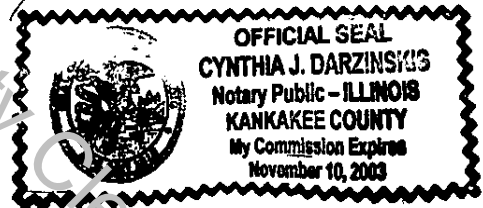
STATE OF ILLINOIS)
)
COUNTY OF KANKAKEE) SS

VERIFICATION

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that HEATHER L. BENOIT, 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 she signed and delivered said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 20th day of December 2001.

[Handwritten Signature]
NOTARY PUBLIC



PREPARED BY AND RETURN TO:
Robert B. LaBeau
LaBeau, Dietchweiler & Associates
Attorneys at Law
701 South Harrison Avenue, Suite 1000
Kankakee, Illinois 60901
(815) 933-6637

EXHIBIT "A"

Parcel 1:

The East 26.33 feet of the West 75.96 feet of the South 80.00 feet of that part of Lot 14 lying North of a Line drawn at right angles to the West line of said Lot 14 through a point 89.24 feet South of the Northwest corner of said Lot 14 in Centennial Village Unit 2, a planned unit development, being a subdivision of part of the Southeast $\frac{1}{4}$ of Section 16, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois

Parcel 2:

Easement appurtenant to and for the benefit of Parcel 1 aforesaid as set forth in the Declaration of Covenants, conditions and restrictions for Centennial Village Unit 1 a planned Unit Development recorded April 5, 1993 as Document 93247499 and First Supplementary Declaration recorded September 13, 1993 as Document 93730415 and as created by Deed from Marquette National Bank, as Trustee under Trust Agreement dated June 28, 1988 known as Trust number 11918 to James F. Filipek, recorded May 02, 1994 as Document number 94393091, for ingress and egress, in Cook County, Illinois