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Cook County Recorder 38.50

SECOND MORTGAGE (ILLINOIS)

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THIS SECOND MORTGAGE, made as of January 31, 2003, between **RAYMOND J. COLLINS AND LYNNEA COLLINS, 36 W**

481 River Grange Road, St. Charles, Illinois 60175-6348, herein referred to as "Mortgagors", and **MARIE APNIERI, 5441 Gale Street, Unit 9, Chicago, Illinois 60630**, herein referred to as "Mortgagee" witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the Settlement Agreement and General Release ("Agreement") of even date herewith, in the principal sum of One Hundred, Eighty-Five Thousand Dollars (\$185,000), payable to the order of and delivered to the Mortgagee, in and by which Agreement the Mortgagors promise to pay the said principal sum in installments as provided in said Agreement, and all of said principal are made payable at the residence of the Mortgagee at 5441 Gale Street, Unit 9, Chicago, Illinois 60630.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money in accordance with the terms, provisions and limitations of the Agreement and this mortgage, and the performance of the covenants and agreements therein and herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors, assigns, personal representatives, administrators and executors, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF ST. CHARLES, COUNTY OF KANE IN STATE OF ILLINOIS, to wit:

LOT 52 OF ADDITION NUMBER 2, RIVER GRANGE LAKES, ST. CHARLES TOWNSHIP, KANE COUNTY, ILLINOIS, IN THE TOWNSHIP OF ST. CHARLES, KANE COUNTY, ILLINOIS.

which, with the property hereinafter described, is referred to herein as the "premises".

Permanent Real Estate Index Number(s): 09-09-403-001

Address(es) of Real Estate: 36 W 481 River Grange Road, St. Charles, Illinois 60175-6348.

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TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

1. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due.
2. Mortgagors shall have such privilege of making prepayments on the principal of the Agreement (in addition to the required payment(s) as may be provided in the Agreement.
3. In the case of default hereunder or under the Agreement, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or charge or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connect on therewith, including attorney's fees, and any other moneys advanced by Mortgagee to protect the premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate provided in the Agreement. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.
4. Mortgagors shall pay each item of indebtedness herein mentioned when due according to the terms of the Agreement.
5. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title

insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

6. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Agreement, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Agreement; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

7. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

8. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby.

9. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Agreement or this mortgage. The word "Mortgagee" when used herein shall include the successors, assigns, personal representatives, administrators and executors of the Mortgagee named herein and the holder or holders, from time to time, of the Agreement secured hereby.

10. Concurrently with the execution hereof, Mortgagors have delivered to Mortgagee copies of a certain (a) Promissory Note in the original principal amount of \$240,000.00, and (b) Mortgage securing said Note (collectively, the "First Loan Documents"). A default under the First Loan Documents shall constitute a default hereunder.

11. Any conflicts between the terms of the Agreement and the terms of this mortgage shall be governed by the terms of the Agreement.

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STATE OF ILLINOIS

IN SENATE,
January 10, 1911.

REPORT
OF THE
COMMISSIONERS OF THE LAND OFFICE,
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE
MAY 15, 1908, AND A RESOLUTION PASSED BY THE SENATE
MAY 15, 1909, RELATIVE TO THE LANDS BELONGING TO THE STATE,
AND TO THE MANNER OF DISPOSING OF THE SAME.

CHICAGO: PUBLISHED BY THE STATE OF ILLINOIS,
1911.

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THE STATE OF ILLINOIS,
OFFICE OF THE COMMISSIONERS OF THE LAND OFFICE,
CHICAGO, ILLINOIS.

REPORT OF THE COMMISSIONERS OF THE LAND OFFICE,
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE
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CHICAGO: PUBLISHED BY THE STATE OF ILLINOIS,
1911.

12. If all or any part of the premises or any interest in it is sold or transferred without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage. If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagor may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor. Any lease, grant of security interest, mortgage (other than the mortgage in paragraph 10 hereof and the right to refinance such mortgage as set forth in the Agreement), or other encumbrance of any interest in the premises without the prior written consent of Mortgagee will be deemed a default.

13. All policies of insurance shall be with mortgage clauses attached to all policies in favor of Mortgagee, subject to the first mortgagee's interest including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days prior written notice to Mortgagee. Mortgagor shall deliver a certificate of insurance to Mortgagee evidencing the insurance and Mortgagee's interest, including additional and renewal certificates of insurance not less than thirty (30) days prior to the date of expiration.

14. Any notice, demand, requests or other communication desired to be given or required pursuant to the terms hereof shall be writing and shall be delivered by personal service or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows or to such other address as the parties hereto may designate in writing from time to time:

Marie Arnieri
5441 Gale Street
Unit 9
Chicago, IL 60630

with a copy to:

Henry A. Waller
Mandel, Lipton & Stevenson, Ltd.
203 N. LaSalle Street - Suite 2210
Chicago, IL 60601

(b) If to Raymond J. Collins and/or Lynnea Collins
36 W 481 River Grange Road
St. Charles, IL 60175-6348

with a copy to:

Robert C. Johnson
Sonnenschein Nath & Rosenthal
8000 Sears Tower
Chicago, IL 60606

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10/10/13

The following information is provided for your information. It is not intended to be a substitute for legal advice. If you have any questions, please contact your attorney.

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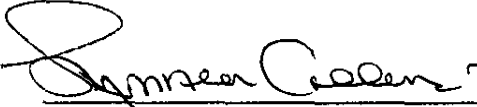
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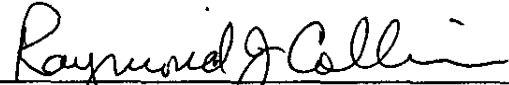
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Witness the hands and seals of Mortgagors this day and year first above written.



Lynnea Collins



Raymond J. Collins

Property of Cook County Clerk's Office

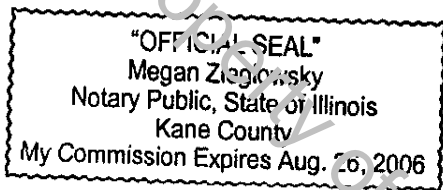
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STATE OF ILLINOIS)
COUNTY OF KANE) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT **RAYMOND J. COLLINS AND LYNNEA COLLINS**, 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 instrument as said Trustees as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 31st day of January 2003



Megan Ziegowsky
Notary Public
My commission expires on August 6, 2006

This instrument was prepared by DEBRA S. YALE, ESQ., Sonnenschein Nath & Rosenthal, 8000 Sears Tower, Chicago, Illinois 60606

Mail this instrument to DEBRA S. YALE, ESQ., Sonnenschein Nath & Rosenthal, 8000 Sears Tower, Chicago, Illinois 60606

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 20____.

Clerk of the Court

Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE
1100 NORTH LAKE STREET
CHICAGO, ILLINOIS 60610
TEL: (773) 309-3000
WWW.COOKCOUNTYCLERK.COM