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SECOND MORTGAGE

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THIS INDENTURE, made September 16th, 1986, between STEVEN C. FOX and LINDA S. FOX, husband and wife, herein referred to as "Mortgagor", and THE MERCHANTS NATIONAL BANK OF AURORA as Trustee of MC WETHY TRUST NO. 113, dated August 2nd, 1972, herein referred to as Mortgagee, witnesseth:

THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders Of The Note in the Principal Sum of TWENTY NINE THOUSAND ($29,000.00) DOLLARS, evidenced by one certain Promissory Note of the Mortgagor of even date herewith, made payable to THE ORDER OF THE MERCHANTS NATIONAL BANK OF AURORA as Trustee of MC WETHY TRUST NO. 113, dated August 2nd, 1972, and delivered, in and by which said Promissory Note the Mortgagor promises to pay the said principal sum on September 16th, 1989, with interest thereon from September 16th, 1986, until maturity at the rate of fifteen per centum (15%) per annum, payable monthly, according to the terms of said note, and such sums hereby secured the Mortgagor agrees to pay in a timely manner.

NOW, THEREFORE, the Mortgagor to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of said note and this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Mortgagee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the County of Cook and State of Illinois, to wit:

86445650

Lot 10 in Block 8 in Robert Bartlett's Homestead Development No. 1, a Subdivision of the North 1/2 of the Southwest 1/4 of Section 30, Township 37 North, Range 13, East of the Third Principal Meridian, and Lot 8 (except the West 10 acres) and the North 2-1/2 acres of the West 10 acres of said Lot 8 in Circuit Court partition of the Southwest 1/4 of Section 30, aforesaid, in Cook County, Illinois.

24-30-307-006 12302 Oak Park, Palos Heights, Illinois

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

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 Mortgagor 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, inador beds, 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 the mortgagor or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Mortgagee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.

IRRESPECTIVE OF ANY RECITATIONS AND PROVISIONS OF THIS MORTGAGE, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS MORTGAGE CONSTITUTES A SECOND MORTGAGE, AND IS SUBORDINATE AND SUBJECT TO A FIRST MORTGAGE MADE BY THE MORTGAGOR TO HERITAGE STANDARD BANK AND TRUST COMPANY, A DESCRIPTION OF THE FIRST MORTGAGE DOCUMENTS IS AS FOLLOWS: Said Mortgage being dated July 24, 1986, and securing a Promissory Note in the principal amount of $96,000.00.

THE COVENANTS, CONDITIONS AND PROVISIONS OF THE MORTGAGE:

1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee or to holders of the note; (4) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof.

2. Mortgagor 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, and shall, upon written request, furnish to Mortgagee or to holders of the note duplicate receipts therefor.

3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Mortgagee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all copies of all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration

4. In case of default therein, Mortgagee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagor 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 title 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 connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee or the holders of the note to protect the mortgaged 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 of ten per cent (10%) per annum.

86445650

5. The Mortgagee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the principal note, and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become

due and payable when default shall occur and continue for three days in the payment of any interest or principal or in the performance of any other agreement of the Mortgagor herein contained within fifteen (15) days after notice.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or 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 or holders of the note 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, guarantee policies, and similar data. 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 rate of ten per cent (10%) per annum, when paid or incurred by Mortgagee or holders of the note.

8. 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 mortgage note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the mortgage note; fourth, any overplus to Mortgagor, its successors or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this Mortgage, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

10. Mortgagee of the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

11. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Promissory note, or this Mortgage.

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Dated this 16th day of September, 1986.

x _____
Steven C. Fox

x _____
Linda S. Fox

STATE OF ILLINOIS)
) SS:
COUNTY OF C O O K)

Before me, the undersigned, a Notary Public in and for said County and State, this 16th day of September, 1986, personally appeared:

STEVEN C. FOX and LINDA S. FOX, husband and wife,

And acknowledged the execution of the foregoing mortgage. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Kathleen M. Ross
Notary Public

My commission expires: 10-6-90

This instrument prepared by Peter T. Appel, Attorney, 18607 Torrence Ave., Suite 2A, Lansing, Illinois 60438.

Mail to:
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Box 15