

This mortgage is a second mortgage 6225271

REAL ESTATE MORTGAGE

THE UNDERSIGNED, Julienne Echols Noy married to Charlie J. Noy
1531 E. 84th Place Chicago, IL 60619
(the "Mortgagor") who resides at (Address) (Address) (Address) (City or Town) (City or Town) (City or Town) (Address) (Address) (Address) (Address) (Address) (Address) (Address)
(the "Mortgagor") who resides at. (Address)
20 000 00 (,, , , , , , , , , , , , , ,
payable to the order of the Mortangee in the sum of \$ 50,000.00 and payable in substantially equal consecutive monthly installments beginning 1991, and ending 1994 and ending
estate (the "premises"):
LOT 34 IN BLOCK 5, CEPEK'S SUBDIVISION BEING A RESUBDIVISION OF THE EAST 1/2
OF THE SOUTHEAST 1/4 (EXCEPT THE NORTH 1/4 THEREOF) OF SECTION 35, TOWNSHIP
38 NCA'1W, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN INCLUDING VACATED
STREETS THEREIN AS PER PLAT, DOCUMENT NUMBER 5691417 IN COOK COUNTY, ILLINOIS.
PERMANENT I IDEX NUMBER: 20-35-408-009
situated in the County ofCOOK in the state of Illinois, and commonly known as1531 E. 84th Place
situated in the County of
(City or Town)
State of illinois; together with an analysis and fixures (whether or not attached thereto) now or hereafter located thereon and all rents, issues and profits thereof; subject, however, to the lies of current taxes and assessments not in default and the other liens and encumbrances (but only to the extent of the indebtedness secured the object.) If any, set forth below:
the extent of the indepolation resident in the interest of the
This instrument was prepared by Gray Christopher Daly, Harris Trust and
Savings Bank, 111 West Monroe Street, Chicago, IL 60603
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All of such liens for taxes and assessments and any other liens and encum-rances set forth above are hereinafter called "prior liens".
THE RESIDENCE AND ACCRECATION.
The Mortgagor shall (a) promptly repair, restore or rebuild an, "a"dings or improvements now or hereafter on the premises which may become damaged or be destroyed, (b) keep the premises in good condition and repair without waste and free from mechanic's or other liens or claims for lien excepting only the prior liens above referred to, (c) pay when die all taxes and assessments and other indebtedness secured by complete within a reasonable time any building or buildings now or at any time seting erected on the premises, or any additions, improvements or alterations thereto or therein, (c) comply with all requirements of law or mun's fig. or claimances with respect to the premises and the use thereof, (f) keep all buildings and improvements now or thereafter situated on said premise is sured against loss or damage by fire, lightning, windstorm and such other hazards as the Mortgage may require to the full instruble value there in companies satisfactory to the Mortgage with loss payable to the Mortgage as its interest may appear, all such policies to be deposite, with the Mortgage upon demand unless such policies have been or are required to be deposited with the holder of any prior lien, in which case other educe of such insurance coverage satisfactory to the Mortgage with loss or covenants in this paragraph contained, the Mortgage may make advances to perform the same, and the Mortgagor agrees to repay upon demand all sums so advanced together with interest thereon at the rate of 7% per annum, all of with all constitute so much additional indebtedness of taxes or assessments, the Mortgage may do so according to any bill, statement or estimate proving any advances hereunder for the payment secured hereby, but no such advances hall relieve the Mortgagor may as according to any default hereunder. It making any advances hereunder for the payment secured hereby, but no such advances hall relieve the Mortgagor from any default hereunder. It making any advances hereunder for the payment.
claims for lien excepting only the prior liens above referred to, (c) pay when die all taxes and assessments and other indebtedness secured by the prior liens, and upon request exhibit to the Mortgagee satisfactory evidence of the payment thereof and the discharge of such prior liens, (d)
complete within a reasonable time any building or buildings now or at any time set general on the premises, or any additions, improvements or alterations, thereto or therein, (e) comply with all requirements of law or mun's process with respect to the premises and the use therein, or alterations, thereto or therein, (e) comply with all requirements of law or mun's process with respect to the premises and the use therein.
(1) keep all buildings and improvements now or increater situated of situ press. It is companies satisfactory to the Mortgagee with loss and such other hazards as the Mortgagee may require to the full insurable value there in companies satisfactory to the Mortgagee with loss and such other hazards as the Mortgagee may require to the full insurable value there in companies satisfactory to the Mortgagee with loss and the Mortgage with loss and the Mortgagee with loss and the
been or are required to be deposited with the holder of any prior lien, in which case other of idence of such insurance coverage satisfactory to the Mortgages shall be furnished upon demand. In the event of the failure, in whole or i part of the Mortgages to perform any of the promises
or covenants in this paragraph contained, the Mortgagee may make advances to perform the same, and the Mortgagor agrees to repay upon demand all sums so advanced together with interest thereon at the rate of 7% per annum, all of with mall constitute so much additional indebtedness
secured hereby, but no such advance shall relieve the Mortgagor from any default nereunder. It is any advances nereunder for the payment of taxes or assessments, the Mortgagee may do so according to any bill, statement or estimate price and from the appropriate public office without
inquiry into the accuracy or the validity thereof. Mortgagor shall pay all of the indebtedness secured hereby when and as the same becomes one and in the event of default in the
Mortgagor shall pay all of the indebtedness secured hereby when and as the same becomes the and in the event of default in the payment of any of the indebtedness secured hereby, or any part or installment thereof, when and as the same becomes due, or in the event of the failure of the Mortgagor to perform or observe any covenant herein contained which is not remedied vithin 10 days after written notice to the failure of the Mortgagor to perform or observe any covenant herein contained which is not remedied vithin 10 days after written notice to the
Mortgagor by the Mortgagee, then, notwinstanding anything in said Note to Contrary, the Mortgagee is the Note to the Contrary to the Note to the N
immediate right to forecase the hereof, and an expenses and costs, which may be estimated as to items to be spended afterfule entry of and expert evidence, stenographer's charges, publication costs and costs, which may be estimated as to items to be spended afterfule entry of an expense of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torren certific te and similar data and
assurances with respect to title as the Mortgagee may deem reasonably necessary in connection with the forecloure s it or the sale of the property pursuant thereto) which may be incurred by the Mortgagee in any such forecloure or in the collection of
payment of any of the indebtedness secured hereby, or any part or installment thereof, when and as it o man becomes due, or in the event of the failure of the Mortgager to perform or observe any covenant herein contained which is not remedied vithin 10 days after written notice to the Mortgager, then, notwithstanding anything in said Note to the contrary, the Mortgagee at its ortion may declare all of the indebtedness secured hereby immediately due and payable without presentment, demand or notice of any kirl, and the Mortgagee shall have the immediate right to foreclose the lien hereof, and all expenses and costs, which may be estimated as to items to be undary for documentary and expert evidence, stenographer's charges, publication costs and costs, which may be estimated as to items to be upended after the entry of the decree, of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torren critific te and similar data and assurances with respect to title as the Mortgagee may deem reasonably necessary in connection with the foreclo ure it or the sale of the property pursuant thereto) which may be incurred by the Mortgagee in any such foreclosure or in the collection of in elsedness secured thereby in any decree for sale pursuant to any foreclosure pro cedings.
The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order: (r) the payment of all of said costs and expenses incident to the foreclosure proceedings; (b) To the discharge and payment of all indebtedness, including taxes and
The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order: (r), to the payment of all of said costs and expenses incident to the foreclosure proceedings; (b) To the discharge and payment of all indebtedness, including taxes and assessments, secured by prior liens to which such sale is not made subject; (c) To the payment of all indebtedness secured by said Note; (d) To the payment of all the other indebtedness secured hereby so far as such it remeds may reach.
Any surplus shall be retained to the Musical South
All powers and rights of the Mortgagee hereunder are cumulative to and exclusive of any other right or power the Mortgagee may have hereunder or by law or in equity, nor shall the failure or delay to exercise any power or right be a waiver thereof or preclude any further, later or other exercise thereof.
Where two or more persons execute this Mortgage, the term "Mortgager" shall include all such persons; and in any such event, any notice required or permitted hereby or by law and any surplus remaining from any foreclosure sale may be delivered or given to any one of such persons
on behalf of all such persons. This Mortgage shall be binding on the heirs, legal representatives, successors and assigns of the Mortgagor and shall inure to the henefit
of the Mortgagee, its successors and assigns.
IN WITNESS WHEREOF, this Mortgage has been executed this
(SEAL)
(SEAL)
STATE OF ILLINOIS
COUNTY OF COOK
Transfer of South
I. JULIENNE ECHOLS NOT MARCIED TO CHARLIE J. NOT personally known to
me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowled that he (the) (they) signed, scaled and delivered said instrument as his (her) (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 notarial seal this day of the d
franch / Johnson 1007
(SEAL) MY COMMISSION EXPIRESTANDARY 20, 1987
X-4336

Box 373

heck

UNOFFICIAL COPY

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DEPT-01 RECORDING \$11.0

143333 TRAN 1166 06/05/86 09:12:00

1775333 TRAN 1166 06/05/86 09:12:00

Harris Trust & Savings Bank

Look Port 373

Of County Clark's Office

Chicago, IL 60690

Attn: Consumer Loan Services 111/IJW