

UNOFFICIAL COPY



HARRIS BANK

87485721

This mortgage is a second mortgage

REAL ESTATE MORTGAGE

THE UNDERSIGNED, Earnest Houston and Shirley Houston, his wife, Jointly (Name or Names)
11414 S. Wallace Street Chicago, Illinois 60628 (Address)
in the State of Illinois, hereby mortgages and warrants to HARRIS TRUST AND SAVINGS BANK, an Illinois bank, its successors and assigns (the "Mortgagee"), to secure the payment of the Mortgagee's Note dated August 28, 1987 (the "Mortgage") payable to the order of the Mortgagee in the sum of \$ 25,000.00 and payable in substantially equal consecutive monthly installments beginning September 28, 1987 and ending August 28, 1995 (the "indebtedness secured hereby"), and the performance and observance of all the terms and conditions hereof, the following described real estate (the "premises"):

LOT 5 IN BLOCK 28 IN FIRST ADDITION TO SHELTON HEIGHTS, A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14 (EXCEPT THAT PORTION LYING EAST OF THE WEST 33 FEET SOUTH OF THE NORTH 33 FEET NORTH OF THE SOUTH 33 FEET AND WEST OF A LINE 8 FEET WEST OF THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/4 THEREOF), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 25-21-127-018 CCO

situated in the County of Cook in the state of Illinois, and commonly known as 11414 S Wallace Street Chicago, Illinois, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois; together with all and singular the tenements, hereditaments and appurtenances now or hereafter belonging or appertaining thereto, and all buildings or other improvements and fixtures (whether or not attached thereto) now or hereafter located thereon and all rents, issues and profits thereof; subject, however, to the lien of current taxes and assessments not in default and the other liens and encumbrances (but only to the extent of the indebtedness secured hereby as of the date hereof), if any, set forth below:

This instrument was prepared by George R. DeWindt, Harris Trust and Savings Bank, 111 West Monroe Street, Chicago, IL 60603

All of such liens for taxes and assessments and any other liens and encumbrances set forth above are hereinafter called "prior liens". IT IS FURTHER UNDERSTOOD AND AGREED THAT:

The Mortgagee shall (a) promptly repair, restore or rebuild any buildings 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 mechanics' or other liens or claims for lien excepting only the prior liens above referred to, (c) pay when due 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 hereafter erected on the premises, or any additions, improvements or alterations thereto or thereon, (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, (f) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning, windstorm and such other hazards as the Mortgagee may require to the full insurable value thereof in companies satisfactory to the Mortgagee with loss payable to the Mortgagee as its interest may appear, all such policies to be deposited with the Mortgagee upon demand unless such policies have been or are required to be deposited with the holder of any prior lien, in which case the Mortgagee shall have the right to require the Mortgagee to be furnished upon demand. In the event of the failure, in whole or in part, of the Mortgagee to perform any of the premises or covenants in this paragraph contained, the Mortgagee may make advances to perform the same, and the Mortgagee agrees to repay upon demand all sums so advanced together with interest thereon at the rate of 7% per annum, all of which shall constitute so much additional indebtedness secured hereby, but no such advance shall relieve the Mortgagee from any default hereunder. In making any advances hereunder for the payment of taxes or assessments, the Mortgagee may do so according to any bill, statement or estimate prepared from the appropriate public office without inquiry into the accuracy or the validity thereof.

Mortgagee shall pay all of the indebtedness secured hereby when and as the same becomes due 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 Mortgagee to perform or observe any covenant herein contained which is not remedied within 30 days after written notice to the Mortgagee by the Mortgagee, then notwithstanding anything in said Note to the contrary, the Mortgagee at its option may declare all of the indebtedness secured hereby immediately due and payable without presentment, demand or notice of any kind, and the Mortgagee shall have the immediate right to foreclose the lien hereof, and all expenses and costs (including reasonable attorney's fees, court costs, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs, which may be estimated as to items to be extended after the entry of the decree, of procuring all such abstracts of title, title searches and examinations, guarantee policies, Treas. certificates and similar data and assurances with respect to title as the Mortgagee may deem reasonably necessary in connection with the foreclosure and the sale of the property pursuant thereto) which may be incurred by the Mortgagee in any such foreclosure or in the collection of any indebtedness secured hereby shall be paid by the Mortgagee to the Mortgagee, together with interest at the rate of 7% per annum from the date of foreclosure, and shall be allowed and included as additional indebtedness secured hereby in any decree for sale pursuant to any foreclosure proceeding.

The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order: (a) To the payment of all of said costs and expenses incident in 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 hereby in addition to the indebtedness evidenced by said Note; (d) To the payment of all the other indebtedness secured hereby so far as such proceeds may reach. Any surplus shall be returned to the Mortgagee.

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 "Mortgagee" 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 Mortgagee and shall inure to the benefit of the Mortgagee, its successors and assigns.

IN WITNESS WHEREOF, this Mortgage has been executed this 20th day of August 19 87

Signature lines for Earnest Houston and Shirley Houston with (SEAL) markings.

STATE OF ILLINOIS

COUNTY OF COOK

I, KAREN A. LESIHO

a Notary Public in and for said County in the State aforesaid, do hereby certify that EARNEST HOUSTON & SHIRLEY HOUSTON, HIS WIFE 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 acknowledged that he (she) (they) signed, sealed 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 31st day of AUGUST 1987

(SEAL)

Notary Public signature and name.

UNOFFICIAL COPY

DEPT-01 \$12.00
T40003 TRAM 7383 09/03/87 10:29:00
42715 C *-87-485721
COOK COUNTY RECORDER

Property of Cook County Clerk's Office

12.00

-87-485721

127-588728

Harris Trust & Savings Bank

Box 373

Chicago, IL 60690

Attn: Consumer Loan Services
111/LLW