

UNOFFICIAL COPY

This Second Mortgage, made this 23rd day of March, 1987, between Mortgagor, _____

Franklin A. Rudy and Doris V. Rudy, his wife, as joint tenants

("Borrower"), and Mortgagee, Continental Bank of Buffalo Grove, N.A., a national banking association whose address is 555 West Dundee Road, Buffalo Grove, Illinois 60090 ("Lender").

Borrower is indebted to Lender in the principal sum of Forty Thousand and no/100

Dollars (\$40,000.00) which is evidenced by Borrower's Note bearing the same date as this Mortgage (the "Note") payable with interest at the rate stated in the Note to the order of Lender in monthly installments with the balance due, if not sooner paid, on July 22, 1987.

To secure to Lender the repayment of the Note with interest, the payment of all other sums, with interest, advanced in order to protect the security of this Mortgage, and the performance of all other agreements of the Borrower contained in the Note and this Mortgage, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois: The North 100 feet of the South 200 feet of the North 1233 feet of the East 435.6 feet of the East half of the South East quarter of Section 9, Township 42 North, Range 11, East of the Third Principal Meridian

Permanent Tax No.: 05-09-401-088

Common Address: 2932 Schoenbeck Rd., Arlington Heights, Illinois

Together with the buildings, improvements, easements and appurtenances on the real property and together with all Borrower's rights, title and interest in the streets next to the real property, to their center lines, and together with all fixtures and articles of personal property, other than household furniture and other furniture, and together with all condemnation awards made for any taking by a governmental agency of the whole or any part of any of the property described.

This property is unencumbered except for that certain Mortgage dated July 3, 1969 to State National Bank (First Mortgage), as Mortgagee (First Mortgagee).

During the term of this Mortgage, Borrower agrees to the following:

- Borrower shall promptly pay when due the principal and interest on the indebtedness evidenced by the Note, late charges, if any, as provided in the Note, and other sums secured by this Mortgage and the indebtedness secured by the First Mortgage.
- All taxes, assessments, liens and encumbrances of all lands in connection with this property shall be paid promptly when due and not so paid, Lender shall have the option of paying the same, adding the costs to the debt secured by this Mortgage, the added amount drawing interest at the same rate as provided under the Note.
- Borrower agrees to keep the above described property insured against damage by fire and all hazards insured by the usual policies required to protect lenders' extended coverage in amounts and with a company acceptable to Lender. The insurance policy shall include a standard mortgage clause protecting Lender as Junior Mortgagee. If not so insured, Lender shall have the option of purchasing but shall not be required to purchase such extended coverage on behalf of Borrower, and adding the cost to the debt secured by this Mortgage with the additional amount accruing interest at the rate stated in the Note. If Lender receives any insurance proceeds, Lender need not pay Borrower interest on such moneys and can use the moneys to reduce Borrower's obligation under the Note, or, at its discretion, such portion of the proceeds as Lender in its sole discretion chooses to pay for repairs or such other purpose as Lender may direct.
- Borrower will keep all improvements on the property in good order and repair and will not commit or suffer any waste of the premises and will not remove any of the improvements from the premises. Lender may inspect the premises after providing reasonable notice to Borrower, and may enter the premises to make repairs and the amount advanced by Lender shall be added to the debt secured by this Mortgage and shall accrue interest at the rate stated in the Note.
- Borrower hereby assigns to Lender all leases, rentals and the income from the premises during the term of the Mortgage.
- During the term of this Mortgage, any additions or improvements to the premises shall also be covered by this Mortgage.
- If all or any part of the property or an interest therein (including without limitation the beneficial interest in an Illinois Land Trust holding title to the property) is sold or transferred by Borrower without Lender's prior written consent (excluding, as the creation of a lien or encumbrance subordinate to this Mortgage: (a) the creation of a purchase money security interest for household appliances, (b) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Upon Borrower's breach of any agreement contained in this Mortgage or the First Mortgage, including the promise to pay when due any sum secured by this Mortgage or by the First Mortgage, Lender may, in accordance with applicable law, demand immediate payment of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in this proceeding all expenses of foreclosure, including but not limited to, reasonable attorney's fees and costs of documentary evidence, stenographer's fees, abstracts, title reports and title insurance. Any such sum shall be secured by this Mortgage and included in the decree of foreclosure and will draw interest at the same rate as the Note.
- The lien of this Mortgage is and at all times shall remain junior and subordinate to the First Mortgage and the rights of the First Mortgagee. In the event Borrower's performance of promises under this Mortgage would constitute a default under the First Mortgage, such compliance will be excused but only to the extent necessary to avoid such default under the First Mortgage. The lien of this Mortgage and the indebtedness secured by this Mortgage shall not merge with the First Mortgage and the indebtedness secured by it even though the Lender is the same person as the First Mortgagee.
- Borrower hereby waives and releases all rights under and by virtue of the homestead exemption laws of the State of Illinois.

IN WITNESS WHEREOF, Borrower has executed this Mortgage:

(X) Franklin A. Rudy
Borrower

(X) Doris V. Rudy
Borrower

Continental Bank of Buffalo Grove, N.A.
555 West Dundee Road, Buffalo Grove, Illinois 60090

This instrument prepared by: Dawn Beer

87-0330363

STATE OF ILLINOIS
COUNTY OF Cook

UNOFFICIAL COPY

I, Laurie A. Obermayer

a notary public in and for said County and State, do hereby certify that Franklin A. Rudy and Doris V. Rudy, his wife, as joint tenants

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appears before me this day in person, acknowledged that (he/she/they) signed and delivered the said instrument as (his/her/their) free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 28th of April, 19 87

Laurie A. Obermayer
Notary Public
8-30-88

My Commission Expires:

Property of Cook County Clerk's Office

MAY-13-87 4 17 11 87259363 - A --- Rec

87259363

Document No. _____

SECOND MORTGAGE

AFTER RECORDING

Mail This Instrument To

Continental Bank
of Buffalo Grove, N.A.
Attn: Note Teller
555 West Dundee Road
Buffalo Grove, Illinois 60090



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