

10-10401-61

UNOFFICIAL COPY SO13490

PURCHASE MONEY SECOND MORTGAGE

THIS MORTGAGE is made this 2574 day of December, 1987, between the Mortgagor, EDWARD J. WILES, JR. and KAREN S. WILES, husband and wife off. (1) 1246 Gregory Avenue, Wilmette, Illinois (herein referred to collectively as "Borrower"), and the Mortgagee, CHRISTIAN DREHER and NANCY L. DREHER, whose address is 897 Elm Place, Glencoe, Illinois, (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TWENTY FIVE THOUSAND AND NO/100 (\$25,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 21, 1987 (herein "Note"), providing for a payment consisting of interest only due on March 1, 1988 and then for semi-annual installments of interest and principal+commencsemi-annual period thereafter, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 1993; CONSTITUTE OF PRINCIPAL

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest Chreon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Boirswer herein contained, Borrower does hereby mortgage, grant and convey to Linder the following described property located in the County of Cook, State of Illinois:

Lot 6 in Block 8 in Kenilworth being a subdivision of parts of Sections 22, 27 28 in Township 42 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois

which has the address of (24 Warwick Road, Kenilworth, Illinois (herein "Property Address") and which he's a Permanent Real Estate Index Number of 05-28-221-008;

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profice, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully reised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, except for the lien of a first mortgage more particularly described in Paragraph 2 hereof, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower and Lender covenant and agree as follows:

- Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any sums advanced by Lender pursuant to the terms hereof and secured by this Mortgage.
- This Mortgage is junior and subordinate to First Mortgage. the lien of a certain mortgage dated December 28, 1987 and recorded in the office of the Recorder of Deeds of Cook County, Illinois made by Edward J. Wiles, Jr. and Karen S. Wiles, as Mortgagor, to CenTrust Mortgage Corporation, as Mortgages, securing payment of a note dated <u>Defence</u> of 1987 in the principal sum of \$440,000.00, with interest at the rate of percent per annum (herein "First Mortgage"). Any act of default by the Borrower under the provisions of the First Mortgage and the Note secured thereby shall be deemed to be an act of default under the provisions of this Mortgage and the Lender hereunder shall be entitled to all the remedies set forth in Paragraph 18 of this Mortgage.

340·碱性细胞性,含物的原则,这是这种一种生物性疾病。

A service service of the control of the control

The second states of the set of the second s

Services of self-effectives of the fitters of the control of the c

And I was applied to the second of the secon

A Proposition of the contract of the contract

OFFICE CONTROL OF THE PROPERTY OF THE PROPERTY

- 3. Application of Pryments, duces of policions (law) provides otherwise, all payments received by Lender under the Note and Paragraph l'hereof shall be applied by Lender first in payment any late charges, then to interest and principal on any sums advanced; then to interest payable on the Note, and then to the principal of the Note.
- 4. Charges: Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph and, in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall provide security for the payment of the obligation secured by such lien in a manner acceptable to Lender, and shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Froperty or any part thereof.
- 5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage and the First Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier or shall be paid in the manner provided for in the First Mortgage.

All insurance policies and renevals thereof shall be in form acceptable to Lender and shall include a standard mortgagee clause in favor of and in form acceptable to Lender Lender shall have the right to hold the policies and renewals thereof. Ind Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give roompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing or the First Mortgage otherwise provides, insurance proceeds shall be applied to restoration or repair of the damage to the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage's would be impaired, the insurance proceeds shall be applied first to the sums secured by the First Mortgage if required by the terms of the First Mortgage, then to sums secured by this Mortgage, with the cacess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within ten (10) days from the late notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in Paragraph 1 hereof or change the amount of such installments. If under Paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

Action of the selection of the second of the

The set of the second state of the second stat All the contents and the stage made was noticed to be continued as a content of the content of the stage of the content of the stage of the content of the c

THE THE CONTROL OF THE THE THE SECTION OF THE PROPERTY OF THE

Notwithstanding anything contained herein to the contrary, Lender acknowledges that Borrower's obligations concerning insurance under the terms of the First Mortgage are or may be different from Borrower's obligations hereunder; and, accordingly, no action taken by Borrower in compliance with the terms of the First Mortgage shall be deemed to be a default hereunder.

- 6. <u>Preservation and Maintenance of Property</u>. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.
- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, the Note, the First Mortgage or any note or notes it secures, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, foreclosure, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender, at Lender's option and upon thirty days prior written notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys' fees, payment of the outstanding balance on the First Mortgett or any note or notes it secures, and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this Paragraph 7, with interest thereon, chall become additional indebtedness of Borrower secured by this Mcrisige. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this Taragraph 7 shall require Lender to incur any expense or take any action hereunder.

The principal amount of the First Mortgage or any note or notes it secures shall not be increased over the amount of the unpaid principal under such First Mortgage as it exists on the date hereof.

In the event the principal amount of the First Mortgage is increased over the amount of the unpaid principal of such First Mortgage as it exists on the date hereof, then Lender may, at Lender's option, after ten (10) days prior written notice to Bortover, declare all the sums secured by this Mortgage to be immediately due and payable.

- 8. <u>Inspection</u>. Lender may make, or cause to le made, reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property
- 9. <u>Condemnation</u>. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in 1191 of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied first to the sums secured by the First Mortgage if required by the terms of the First Mortgage, then to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within ten (10)

emilitary that the book of the property of the officer The second of th

e units of diversity for a subject of the sequence of the plane in a construction of the construction of t

during the control of The second secon

on and the first of the section of t

And the later and common and the state of th

An eliteration of the control of the

days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in Paragraph 1 hereof or change the amount of such installments.

- 10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower's successors in interest.
- 11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.
- 12. Remedies Complative. All remedies provided in this Mortgage are distinct and complative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.
- 13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and exceements herein contained shall bind, and the rights hereunder shall inverte, the respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.
- 14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such rotice by certified mail addressed to Borrower at the Property Address coat such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender on the date or which such notice is deposited in the mail in the manner set forth herein.
- 15. Governing Law: Severability. This Mortgage shall be governed by the laws of the jurisdiction in which the Property is loca(e). In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable.
- 16. <u>Borrower's Copy</u>. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
- 17. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, (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,

ent in the Australia Market Communication of the Early Section of the Australia Australia (1997) and the Australia Australia Australia Australia (1997) and the Australia Australia (1997) and the Australia Australia (1997) and the Australia (1997)

and the common the common to an experience of the second of the common terms of the common of the co

The first transfer of the contract of the cont

The state of the s

er natur version is field of the sent (4) prime and fine condense of the sent of the sent

The first part of the speed of the second of

e responsa de la Caracta de Septimbra de Companya de La Caracta de La Ca

The first section of the content of

declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this Paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with Paragraph 14 hereof. Such notice shall provide a period of not less than ten (10) days from the date the notice is mailed within which Borrower shall pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by Paragraph 18 hereof.

- 16 Acceleration; Remedies. Except as provided in Paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this hortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender, prior to acceleration, shall mail notice to Borrower as provided in Paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than ten (10) days from the date the notice is mailed to Borrower, by which such hreach must be cured (provided, however that in the event of a breach for failure to pay when due any sums due hereunder, such ten (10) days period shall not be applicable, it being understood that all such sums are due and rayable immediately on the due dates therefor); and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by juintial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but oct limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.
- Notwithstanding 19. Borrower's Rights to Reinstate. Lender's acceleration of the sums secured by this Mortgage, Porrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a juliment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Futur? A vances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mort-gage; (c) Borrower pays all reasonable expenses incurred by Linker in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in Paragraph 18 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mort-gage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
- 20. Assignment of Rents: Appointment of Receiver: Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

A presentation of the respective form of the second respective of the respective of

Management of the control of the con

The control of the first federal most control of the first of the control of the

on medicinal registration of the property of the control of the co

Upon acceleration under Paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

- 21. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.
- Borrower hereby waives all right of 22. Waiver of Homestead. homesterd exemption in the Property.

With or first IN WITNESS WHEREOF, Borrower has executed this Mortgage on the date and four first above written.

A consider of the surface of the second o The common of the control of the con

erson with last of the property of the company of the construction of the construction

The state of the s

Soft County Clark's Office

STATE OF ILLINOIS) SS.
COUNTY OF GOOK)

I, Jack Behvens, a Notary Public in and for said county and state, do hereby certify that EDWARD J. WILES, JR. and KAREN

county and state, do hereby certify that EDWARD J. WILES, JR. and KAREN S. WILES, husband and wife, 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 and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

1987. Given under my hand and official seal, this and day of December,

OFFICIAL SEAL "
JACI BEHRENS
NOTARY PUBLIC, STATE OF ILLINOIS

TARY PUBLIC, STATE OF ILLINOIS Notary Public

H COUNTY CONTYS

My complesion expires 10/6/91

THIS INSTRUMENT PREPARED BY:

Bradley S. Schmarak McDermott, Will & Imer 111 West Monroe St. Chicago, Illinois 6060

AFTER RECORDING, RETURN TO:

Bradley S. Schmarak McDermott, Will & Emery 111 West Monroe St. Chicago, Illinois 60603

7842H

CONTINUES.

x8013490

The second secon Commence of the wife wife with the state of the state of

TOTAL SECTION OF THE PROPERTY OF THE PROPERTY

Selection was a selection of Contract of C

-88-013**49**0

A CONTROL ROUSE STATE