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SECOND MORTGAGE

\$17.00

THIS MORTGAGE is made this Twenty-Sixth (26th) day of April, 1988, between WILLIAM P. BROUKAL, JEAN A. BROUKAL and THOMAS A. BROUKAL of , hereinafter referred to as "Mortgagors," and GEORGE J. SHORE and CAROL A. SHORE of 12922 South Western Avenue, Blue Island, Illinois, hereinafter referred to as "Mortgagees."

WHEREAS, the Mortgagors are justly indebted to Mortgagees in the principal sum of THIRTY THOUSAND DOLLARS AND NO/100 (\$30,000.00) DOLLARS, which indebtedness is evidenced by Mortgagors' installment note dated April 26, 1988, hereinafter referred to as "Note," in and by which Note the Mortgagors promise to pay the said principal sum and interest from the date thereof on the balance of principal remaining from time to time unpaid at the rate of TEN (10.00%) per cent per annum in installments as follows: FOUR HUNDRED NINETY-EIGHT AND 04/100 (\$498.04) DOLLARS on the 26th day of May, 1988, and FOUR HUNDRED NINETY-EIGHT AND 04/100 (\$498.04) DOLLARS on the 26th day of each month thereafter until said Note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 26th day of April, 1995. All such payments on account of the indebtedness evidenced by said Note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each installment unless paid when due shall bear interest at the rate of TEN (10.00%) per cent per annum, and all of said principal and interest being made payable at 5043 West 155th Street, Oak Forest, Illinois 60452, or at such place as the Mortgagees or the holders of the Note may, from time to time, appoint in writing; and

WHEREAS, this Mortgage is second and subordinate to a trust deed, covering the below-described premises, made March 7, 1988, between William P. Broukal, Jean A. Broukal and Thomas A. Broukal and First National Bank of Blue Island, recorded March 14, 1988, as document 88,105,237 and given to secure an installment note in the principal amount of sixty-three thousand seven hundred fifty and no/100 (\$63,750.00) Dollars with interest at the rate of 10.75% per annum and with the final payment of principal and interest, if not sooner paid, due on March 7, 1991.

NOW, THEREFORE, to secure to Mortgagees (a) the repayment of the indebtedness evidenced by the Note, which Note is hereby incorporated herein and made a part hereof, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Mortgagors herein contained, and (b) the repayment of any

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future advances, with interest thereon, and also in consideration of the sum of One Dollar in hand paid, the receipt of which is hereby acknowledged, Mortgagors do hereby Mortgage, grant, convey and warrant to Mortgagees, their successors and assigns, the following described real estate and all of their estate, right and title and interest therein located in the City of Blue Island, County of Cook, and State of Illinois

THE SOUTH 1/2 OF LOT 4 IN BLOCK 17 IN YOUNG'S ADDITION TO BLUE ISLAND, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Real Estate Index No.: 24-36-219-021, Vol. 249 which has the address of 12922-24 South Western Avenue, Blue Island, Illinois 60406, and which, with the property herein described, is referred to 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 Mortgagors may be entitled thereto (which are hereby 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 Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Mortgagees, their successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

MORTGAGORS covenant and agree as follows:

1. Mortgagors shall 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

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of the discharge of such prior lien to Mortgagees or to holders of the Note. Mortgagors agree that any breach of the covenants, conditions and provisions contained in the trust deed, covering the above-described premises, made March 7, 1988, between William P. Broukal, Jean A. Broukal and Thomas A. Broukal and First National Bank of Blue Island, recorded March 14, 1988, as document 88,105,236 and given to secure an installment note described in such trust deed or any default under such installment note shall constitute a default hereunder.

2. Mortgagors shall pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, insurance premiums, water charges, sewer service charges and other charges against the premises, and furnish Mortgagees on request, duplicate receipts therefor, and all such items extended against the premises shall be conclusively deemed valid for the purposes of this requirement.

3. Mortgagors shall keep all buildings and improvements now or at any time situated on said premises insured, for the full and insurable value thereof, against loss or damage by fire, lightning or windstorm and flood damage by companies to be selected by the Mortgagors herein, who are hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and, second, to the Mortgagees herein as their interests may appear, which policies shall be left and remain with the said Mortgagees or Trustees until the indebtedness is fully paid. If the Mortgagees require, Mortgagors shall promptly give to Mortgagees duplicate receipts of all paid premiums and renewal notices. In the event of loss, Mortgagees shall give prompt notice to the insurance carrier and Mortgagees. Mortgagees may make proof of loss if not made promptly by Mortgagors.

4. Mortgagors 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 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; (c) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (d) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (e) make no material alterations in said premises except as required by law or municipal ordinance.

5. Mortgagors shall appear in and defend any proceeding which in the opinion of Mortgagees affects their security

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hereunder, and to pay all costs, expenses, and attorney's fees incurred or paid by Mortgagees in any proceeding in which they may be made parties defendant by reason of this Mortgage.

6. In case of default therein, Mortgagees or the holders of the Note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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 attorney's fees, and any other moneys advanced by Mortgagees or the holders of the Note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Mortgagees for each matter concerning which action herein authorized may be taken, 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 10.00% per cent per annum. Inaction of Mortgagees or holders of the Note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

7. The Mortgagees or 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.

8. Mortgagors 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 Note, and without notice to Mortgagors, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default in making payments of any instalment of principal or interest on the Note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

9. Mortgagors shall not suffer or permit without the written permission or consent of the Mortgagees or the holders of the Note being first had and obtained, a sale, assignment or transfer of the premises or any portion thereof or any interest therein. At the option of the Mortgagees or the holders of the

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Note, all unpaid indebtedness secured by this Mortgage shall become due and payable immediately upon any such sale, assignment or transfer of the premise or any portion thereof or any interest therein.

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the Note or Mortgagees 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 Mortgagees or holders of the Note for attorney's fees, Mortgagees' 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 and assurances with respect to title as Mortgagees or holders of the Note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. 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 10.00% per cent per annum, when paid or incurred by Mortgagees or holders of the Note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

11. 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 Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to Mortgagees, their heirs, legal representatives or assigns, as their rights may appear.

12. Upon, or at any time after the filing of a bill to

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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 Mortgagors 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 Mortgagees 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 Mortgagors, 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.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.

14. The Mortgagees or 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.

15. The Mortgagees have no duty to examine the title, location, existence, or condition of the premises, nor shall Mortgagees be obligated to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of their own gross negligence or misconduct, and they may require indemnities satisfactory to them before exercising any power herein given.

16. On payment of the indebtedness hereby secured, and performance of all obligations hereunder and the Note secured hereby, the Note shall be marked paid and delivered to the maker or his successor, together with this Mortgage duly canceled and a release deed thereof executed. A reasonable fee shall be paid by Mortgagors or their successor in interest for such cancellation and release.



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

WITNESS the hands and seals of Mortgagors the day and year first above written.

William P. Broukal (SEAL)  
William P. Broukal

Jean A. Broukal (SEAL)  
Jean A. Broukal

Thomas A. Broukal (SEAL)  
Thomas A. Broukal

COOK COUNTY, ILLINOIS  
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State of Illinois )  
                          ) SS  
County of Cook    )

I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT William P. Broukal, Jean A. Broukal and Thomas A. Broukal, who are personally known to me to be the same persons and whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as 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 seal this 26th day of April, A.D. 1988.

J. L. Carr  
Notary Public

Mail to:

This document was prepared by H. Elizabeth Kelley, Esq., 6612 Linden Drive, Oak Forest, Illinois 60452.

Box 15

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