

# UNOFFICIAL COPY

SECOND MORTGAGE (ILLINOIS)

88211260

THE INDENTURE, WITNESSETH THAT: Robert H. Lange and Theresa R. Lange (married to each other)

6121 S. Nagle Chicago IL 60638

AND WARRANT TO FORD MOTOR CREDIT COMPANY of 10735 S. Cicero Oak Lawn IL 60453

... and issues the following described ... plumbing apparatus and fixtures and everything appurtenant thereto, together with all ... Cook and State of Illinois, to wit

Above Space For Recorder's Use Only

THE SOUTH 1/2 OF LOT 29 IN BLOCK D IN 3RD ADDITION TO FREDERICK H. BARTLETT'S 63RD STREET INDUSTRIAL DISTRICT, BEING A RESUBDIVISION OF BLOCK 5 AND THE WEST HALF OF BLOCKS 3 AND 8 IN HALL'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CHICAGO, COOK COUNTY, ILLINOIS. Property commonly known as 6121 S. Nagle Chicago, IL 60638. TIN#19-18-421-035.

... (Promises)

... of the homestead exemption laws of the State of Illinois

Subject to the first mortgage in favor of the first mortgagee and a mortgage in favor of Talman Home Mortgage

IN TRUST for the purpose of securing performance of the covenants and agreements herein

WHEREAS, The Mortgagee has advanced to Mortgagee the amount of \$10017.77 Dollars hereinafter called the "Indebtedness" as evidenced by a promissory note of even date here with hereunto called the "Note"

Loan is payable in 96 installments. First payment of \$ 197.00 is due 07-07-88. 95 remaining payments of \$ 197.00 each are due on the same day each succeeding month. The final payment is due 06-07-96.

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THE MORTGAGEE covenants and agrees as follows: (1) To pay the Indebtedness, as herein and in the Note provided, or according to any agreement extending time of payment; (2) to pay when due in advance all taxes and assessments against the Premises; and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on the Premises that may have been destroyed or damaged; (4) that waste to the Premises shall not be committed or suffered; (5) to keep all buildings now or at any time on the Premises insured in companies to be selected by the Mortgagee herein, who is 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 mortgagee or mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said first mortgagee or mortgagee until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure to make any payment or payments, or of the prior incumbrances of the interest thereon when due, the Mortgagee or the holder of the Note may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting the Premises or pay all prior incumbrances and the interest thereon from time to time, and all money so paid, the Mortgagee agrees to repay immediately without demand, and the same with interest thereon from the date of payment at the lesser of the rate specified in the Note or the maximum rate permitted by law, shall be so much additional Indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements, the whole of the Indebtedness evidenced by the Note, including principal and all earned interest, shall, at the option of the lender holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at the lesser of the rate specified in the Note or the maximum rate permitted by law, shall be recoverable by foreclosure of the real, or by suit at law, or both the same as if all of the Indebtedness evidenced by the Note has then matured by express terms.

ALL EXPENSES and expenses hereinafter called the "Expenses" incurred by the Mortgagee in connection with (a) preparation for the commencement of any suit for the foreclosure of the Note after a default of such right to foreclose, whether or not actually commenced, (b) any proceeding, including probate and bankruptcy proceedings, in which the Mortgagee or Mortgagee shall be a party either as plaintiff, claimant or defendant, by reason of this Second Mortgage or the indebtedness hereby secured, or proceedings for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced, shall become so much additional Indebtedness secured hereby and shall become immediately due and payable, with interest thereon, at the lesser of the rate specified in the Note or the maximum rate permitted by law. The term "Expenses" as used herein shall include, without limitation, reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to amount) expended and other charges of foreclosure, of procuring all such abstracts of title, title searches and examinations and title insurance premiums as the Mortgagee may deem reasonably necessary, either to prosecute a suit of foreclosure or to evidence to bidders at any sale which may be had pursuant to such foreclosure, a continuation of the title to the real estate of the Premises. All the Expenses shall be an additional lien upon the Premises, shall be taxed as costs and included in any declaration that may be made in such foreclosure proceedings, whether a decree of sale shall have been entered or not, shall not be dismissed, nor shall any of them be paid until the Expenses have been paid. The Mortgagee for the Mortgagee and for the heirs, executors, administrators and assigns of the Mortgagee waives all right to the possession of, and income from, the Premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Second Mortgage, the court in which such complaint is filed, may at once and without notice to the Mortgagee, or to any party claiming under the Mortgagee, appoint a receiver to take possession or charge of the Premises with power to collect the rents, issues and profits of the Premises.

The names of the second owners: Robert H. Lange and Theresa R. Lange (married to each other)

And when all of the aforesaid covenants and agreements are performed the Mortgagee or its successors or assigns shall release said premises to the party entitled to receive the same, receiving his reasonable charge.

Witness my hand, S and seal, S of the Mortgagee this 1st day of June, 1988

Robert H. Lange (SEAL)

Theresa R. Lange (his wife) (SEAL)

Witness my hand and seal

Witness my hand and seal

This instrument was prepared by Ford Motor Credit Company 10735 S. Cicero Oak Lawn, IL 60453

(NAME AND ADDRESS)

# UNOFFICIAL COPY

STATE OF Illinois  
COUNTY OF Cook ) ss.

I, Jeanine Best, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert H. Lange and Theresa R. Lange (married to each other)

personally known to me to be the same person, whose name is 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 official seal this 1st day of June, 1988

(Impress Seal Here)

*Jeanine Best*  
Notary Public

COMM. EXP. 8-13-89

Commission Expires

DEPT-01 RECORDING \$12.00  
T#6228 TRM# 5505 06/03/88 11:05:00  
#3675 # 3 # 00-04 1860  
COOK COUNTY RECORDER

Property of Cook County Clerk's Office

*12 E*

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BOX No.

SECOND MORTGAGE

TO

MAIL TO



Ford Motor Credit Company  
Consumer Loan Div.  
10735 South Chero Avenue  
Oak Lawn, Illinois 60453  
Phone 489-4422

882A12E0

COOK COUNTY CLERK