

SECOND MORTGAGE
With Provision For Receiver
(ILLINOIS)

UNOFFICIAL COPY

1 8 3 2 0 3 3 2

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

88320832

THE MORTGAGOR S.,
Arthur C. West and Dorothy W. West, his wife,
of the County of DuPage and State of Illinois,
MORTGAGE and WARRANT to MORTGAGEE
First State Bank of Shannon,
of the County of Carroll and State of Illinois,
to secure the payment of that certain promissory note
executed by mortgagor S., bearing even date herewith, payable
to the order of
First State Bank of Shannon in the amount of
\$87,500.00.

1200

Above Space For Recorder's Use Only

THIS IS A SECOND MORTGAGE.

the following described real estate, to wit: Lot 42 (except North 25 feet thereof) and Lot 43 in Subdivision of part of Block 22 in Western Springs, a Resubdivision of part of East Hinsdale in North East 1/4 of Section 6, Township 38 North, Range 12, East of the Third Principal Meridian, together with those parts of Section 32, Township 39 North, Range 12, East of the Third Principal Meridian, 1/2 mile South of Chicago and Naperville Highway and West of East line of Section 6, Township 38 North, Range 12, East of the Third Principal Meridian, produced North of said highway as shown on Plat thereof recorded September 2, 1908 as Document 4254125, in Cook County, Illinois.

situated in the County of Cook in the State of Illinois, together with all the rents, issues and profits thereof, and all appurtenances to said real estate, and all improvements thereon, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Real Estate Index Number(s): 18-05-217-036-0000, Volume 77
Address(es) of real estate: 4146 Woodland Avenue, Western Springs, Illinois

If default be made in the payment of the said promissory note, or of any part thereof, or the interest thereon, or any part thereof, at the time and in the manner above specified for the payment thereof, or in case of waste or non-payment of taxes or assessments on said premises, or of a breach of any of the covenants or agreements herein contained, then and in such case the whole of said principal sum and interest, secured by the said promissory note in this mortgage mentioned, shall thereupon, at the option of the said mortgagee, its successors or assigns, become immediately due and payable; and this mortgage may be immediately foreclosed to pay the same by said mortgagee, its successors or assigns, and it shall be lawful for the said mortgagee, its successors or assigns, to enter into and upon the premises hereby granted, or any part thereof, and to receive and collect all rents, issues and profits thereof.

Upon the filing of any complaint to foreclose this mortgage in any Court having jurisdiction thereof, such Court may appoint Omar Wilhelms or any proper person receiver, with power to collect the rents, issues and profits arising out of said premises during the pendency of such foreclosure suit, and until the time to redeem the same from any sale that may be made under any decree foreclosing this mortgage shall expire; and such rents, issues and profits when collected may be applied toward the payment of the indebtedness and expenses and advances herein mentioned and described. And upon the foreclosure and sale of said premises, there shall be first paid out of the proceeds of such sale all expenses of advertisement, selling and conveying said premises, ascertaining the necessary parties to the foreclosure action, and reasonable ~~not to exceed~~ attorneys' fees, to be included in the decree, and all moneys advanced for taxes, assessments and other liens; then there shall be paid the principal of said note whether due and payable by the terms thereof or by acceleration, and the interest thereon.

If any provision of this mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or the remaining provisions of this mortgage.

Dated this 7th day of June, 1988

Arthur C. West (SEAL)
Arthur C. West

Dorothy W. West (SEAL)
Dorothy W. West

(SEAL)

Mail to:

This instrument was prepared by Thomas M. Newman, 221 East Illinois Street, P.O. Box 564,
(NAME AND ADDRESS) Wheaton, Illinois 60189-0564

BOX 333-CC

7171 C39 WK (add)

88320832

UNOFFICIAL COPY

STATE OF Illinois }
COUNTY OF CARROLL } ss.

I, BONNIE L. ZETTLER, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____

Arthur C. West and Dorothy W. West, his 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, 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 7th day of June, 19 88.

(Impress Seal Here)

Bonnie L. Zettler
Notary Public

Commission Expires 4-30-89

88320832

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1988 JUL 21 AM 10:09

88320832

Real Estate Mortgage

TO

MAIL TO:

GEORGE E. COLE
LEGAL FORMS